

DEPARTMENT OF PERSONNEL ADMINISTRATION

LABOR RELATIONS DIVISION

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The Department of Personnel Administration submitted the following Tentative Agreement to the Legislative Analyst and Members of the Legislature on June 26, 2006, along with a summary of its provisions.

To read a copy of that summary, [click here](#).



Agreement between

State of California

and

Service Employees International Union (SEIU) – Local 1000

covering

**BARGAINING UNIT 15
ALLIED SERVICES**

Effective

July 3, 2003 July 1, 2005 through June 30, 2005 June 30, 2008

**BARGAINING UNIT 15
ALLIED SERVICES**

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PREAMBLE

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA STATE EMPLOYEES ASSOCIATION (Civil Service Division), Local 1000, SEIU, AFL/CIO, CLC, hereinafter referred to as CSEA, Local 1000, or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with Section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety.

The term "Contract" as used herein means the written agreement provided under Section 3517.5 of the Government Code.

ARTICLE 1 – RECOGNITION

- A. (Unit 15) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-15, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union, Local 1000 (Union of California State Workers), CSEA (Civil Service Division), Local 1000, SEIU, as the exclusive representative for the Allied Services Bargaining Unit, hereinafter referred to as Unit 15. Unit 15 consists of all employees in the job classifications listed by title in Appendix "A" + X attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 15 shall be incorporated in the contract.
- B. Pursuant to Government Code Sections 19815.4 and 3517, the Service Employees International Union, Local 1000 (Union of California State Workers) CSEA, Local 1000, SEIU, recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in this Contract.
- C. The Service Employees International Union, Local 1000 (Union of California State Workers) CSEA (the Civil Service Division) agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

ARTICLE 2 – UNION REPRESENTATION RIGHTS

2.1 Union Representatives

- A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives, and/or Union staff on the following:
 - 1. The enforcement of this Contract;
 - 2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
 - 3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board (PERB);
 - 4. Matters scheduled for hearing by the Victim Compensation and Government Claims Board;
 - 5. Matters pending before the State Personnel Board;
 - 6. AWOLs and appeals to set aside resignations;
 - 7. Discussions with management regarding denials of reasonable accommodation;
 - 8. The Department of Personnel Administration statutory appeal hearings.
- B. A written list of Union stewards, and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.
- C. Area of Representation – A Union steward's "area of primary representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the DPA Step of the Grievance Procedure.

2.2 Access

- A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to Section 2.1 A. above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.
- B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

2.3 Use of State Equipment

- A. Union stewards shall be permitted reasonable use of State phones and telecommunication devices for the deaf (TDD) to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in Section 2.1, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.
- D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

2.4 Distribution of Union Information

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.
- C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.
- D. The Union agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

2.5 Use of State Facilities

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities, incurred as a result of the Union's use of such State facilities.

2.6 Steward Time Off

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 2.1 A. of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

2.7 Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with Section 2.2 above during work hours, subject to approval of the employee's supervisor.

2.8 Union Steward Protection

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this Contract.

2.9 Union Information Packets

- A. Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.
- B. The packet of information provided by CSEA shall include a pre-addressed, stamped postcard that the employee may use to notify CSEA of a new appointment.

2.10 Orientation

- A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees

for fifteen (15) minutes for orientation of the employees to the Contract and the Union.

- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for fifteen (15) minutes during normal working hours for orientation to the Contract and the Union.

2.11 Bargaining Unit Chair Time Off

The appropriate bargaining unit chair or vice chair, not both, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

ARTICLE 3 – UNION SECURITY

3.1 Union Security

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this Contract by the Legislature and the Union, the State agrees to calculate, deduct, and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for the Union, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct, and transmit Fair Share fees to the Union based upon any revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Contract. The State and the Union agree that a system of authorized dues deductions and a system of Fair Share fee deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

1. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall be subject to paying a Fair Share fee, if such a fee is applicable.
2. The Union agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this section and the deductions arising therefrom.
3. The Union agrees to annually notify all State employees who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code Section 3515.8.
4. No provisions of this section or any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.
5. Should a rescission election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller's Office within thirty (30) calendar days prior to the expiration of this Contract.

3.2 Release of Home Addresses: Non Law Enforcement Employees

A. Home Addresses - Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.

2. Notwithstanding any other provision of this Contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

B. Home Address Withholding

The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

C. Home Address Withhold Notification to Employees

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

D. Release and Use of Addresses

The State Controller's Office shall send the Union a list of all Bargaining Unit 1, 4, 11, 14, 15 and 20 employees who, pursuant to subsection C. above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

E. Home Address Mailings by the State

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach Bargaining Unit 1, 4, 11, 14, 15, or 20 employees.

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity, or organization.

G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home/work address tape file on a monthly basis.

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents

harmless in defending challenges of any nature arising as a result of this section of the Contract.

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

ARTICLE 4 – STATE’S RIGHTS

- A. Except for those rights which are abridged or limited by this Contract, all rights are reserved to the State.
- B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.
- C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State Civil Service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

ARTICLE 5 – GENERAL PROVISIONS

5.1 No Strike

- A. During the term of this Contract, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

5.2 No Lockout

No lockout of employees shall be instituted by the State during the term of this Contract.

5.3 Individual Agreements Prohibited

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.

5.4 Savings Clause

Should any provision(s) of this Contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

5.5 Reprisals

The State and the Union shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.

5.6 Supersession

The following enumerated Government Code Sections and all existing rules, regulations, standards, practices, and policies which implement the enumerated Government Code Sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code sections enumerated below, the Contract shall be controlling and supersede said Government Code Sections or parts thereof any rule, regulation, standard, practice, or policy

implementing such provisions. ~~The Government Code Sections listed below are cited in Section 3517.6 of the Ralph C. Dills Act.~~

~~NOTE: Each Unit has its own Supersession language with the new GC #s under Life Insurance.~~

A. Government Code Sections

1. General
 - 19824 Establishes monthly pay periods.
 - 19838 Provides for methods of collecting overpayments and correcting payroll errors to employees.
 - 19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
 - 19888 Specifies that service during an emergency is to be credited for vacation, sick leave, and Merit Salary Adjustments (MSA).
2. Step Increases
 - 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
 - 19832 Establishes annual MSAs for employees who meet standards of efficiency.
 - 19834 Requires MSA payments to qualifying employees when funds are available.
 - 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.
 - 19836 Provides for hiring at above the minimum salary limit in specified instances.
 - 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)
 - 19838 Provides for methods of collecting overpayments and correcting payroll errors to employees. (Units 1, 4, 11, & 20 only)
3. Holidays
 - 19853 Establishes holidays
 - 19854 Adds Personal Holiday
4. Vacations
 - 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

- 19856.1 Allows DPA to establish rules for vacation accrual for absences of ten days or less.
 - 19858.1 Establishes vacation earning rate.
 - 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
 - 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.
5. Sick Leave
- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
 - 19861 Allows DPA to establish rules for sick leave accrual for absences of ten days or less.
 - 19862 Allows for accumulation of sick leave.
 - 19863 Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.
 - 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
 - 19864 Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
 - 19866 Allows rules to allow sick leave accumulations for non-civil service employees.
 - 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.
6. Uniforms, Work Clothes, and Safety Equipment
- 19850 Definitions
 - 19850.3 DPA to determine the need for Uniform Replacement
 - 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
 - 19850.5 Provides for initial issuance of required safety equipment at State expense.
7. Industrial Disability Leave (IDL)
- 19869 Defines who is covered.
 - 19870 Defines "IDL" and "full pay."
 - 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
 - 19871.1 Provides for continued benefits while on IDL.

- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.
- 8. Non-Industrial Disability Insurance (NDI)
 - 19878 Definitions.
 - 19879 Sets the amount of benefits and duration of payment.
 - 19880 Sets standards and procedures.
 - 19880.1 Allows employee option to exhaust vacation prior to NDI.
 - 19881 Bans NDI coverage if employee is receiving unemployment compensation.
 - 19882 Bans NDI coverage if employee is receiving other case payment benefits.
 - 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
 - 19884 Filing procedures; determination and payment of benefits.
 - 19885 Authorizes DPA to establish rules governing NDI.
- 9. Life Insurance
 - 21600 Establishes group term life insurance benefits.
 - 21604 Provides for Death Benefit from PERS.
 - 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
- 10. Health Insurance
 - ~~22846~~
22808 Provides for continuation of health plan coverage during leave of absence without pay.
 - ~~22825~~
22870 Provides for employee and employer contribution.
 - ~~22825.1~~
22871 Sets employer contribution.

- 11. Workweek
 - 19843 Establishes Work Week Groups.
 - 19851 Sets 40-hour workweek and eight-hour day.
- 12. Overtime
 - 19844 Directs DPA to establish rules regarding cash compensation time off.
 - 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
 - 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
 - 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.
- 13. Deferred Compensation
 - 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.
- 14. Relocation Expenses
 - 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 15. Travel Expenses
 - 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
 - 19822 Provides reimbursement to State for housing, maintenance, and other services provided to employees.
- 16. Unpaid Leaves of Absence
 - 19991 Allows release time for civil service examinations.
 - 19991.1 Allows leave without pay, not to exceed one year, assures right of return.
 - 19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
 - 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.
 - 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.
- 17. Performance Reports
 - 19992 Allows the establishment of performance standards.

- 19992.1 Requires performance reports to be accurate.
 - 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
 - 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA rule.
18. Involuntary Transfers
- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
 - 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
 - 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.
19. Demotion and Layoff
- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
 - 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
 - 19997.8 Allows demotion in lieu of layoff.
 - 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
 - 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
 - 19997.11 Establishes reemployment lists for laid-off or demoted employees.
 - 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
 - 19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
 - 19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.
 - 19998.1 State restriction on appointments.

- 20. Incompatible Activities
 - 19990 Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.
- 21. Training
 - 19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.
 - 19995.3 Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

5.7 Non-Discrimination

- A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, gender expression, gender identity, political affiliation, or physical or mental disability consistent with applicable State and Federal Law.
- B. At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation pursuant to the Americans with Disabilities Act may be subject to the grievance procedure up to the third level, or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing or non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

5.8 Sexual Harassment

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing or non-filing of a grievance shall be construed as a

waiver of an employee's right to maintain a separate, private cause of action.

- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

5.9 Joint Labor Management Committee on Discrimination (JLMCD)

- A. ~~Upon the request of the SPB, the~~ A joint labor/management committee on discrimination will meet to discuss ~~issues~~ the committee recommendations from the December 2000 and November 2003 JLMCD Reports, submitted to the State Personnel Board (SPB), relating to maintaining a discrimination-free state workplace. The committee shall prioritize topics and prepare a report with recommendations on each issue listed below prior to commencement and discussion of the subsequent issue. Therefore the JLMCD shall discuss the following issues:

- ~~1. Departmental practices on upward mobility.~~
- ~~2. Departmental practices on the hiring and selection process.~~
- ~~3. Need for statewide uniform training programs relating to cultural and disability awareness, the discrimination complaint process, prohibitions against retaliation, and related topics.~~
- ~~4. Assess current remediation strategies which address employment discrimination in departments and make recommendations to improve practices.~~
- ~~5. ADA and issues related to persons with disabilities (including AB 2222 implementation).~~

- B. ~~The committee's tasks shall be as follows:~~

- ~~1. Consult with the State Personnel Board (SPB) in regard to the relationship of discrimination to adverse actions, departmental equal employment opportunity programs, and current processes that deal with discrimination complaints.~~
- ~~2. Access available data that identifies and measures discrimination in the workplace.~~
- ~~3. Call upon experts in the field to help the committee analyze the extent of discrimination in the workplace as well as work with the committee to develop recommendations.~~
- ~~4. Develop resource material that supports a discrimination-free state workplace for use by departments and employees.~~
- ~~5. Provide the report findings and recommendations to the Director of the Department of Personnel Administration, the Director of the Civil Service Division of CSEA, and the Director of the State Personnel Board.~~
- ~~6. Interaction with SPB as SPB revises the section on EEO-related of it "Selection Manual" (Merit Manual), through joint review and drafting of relevant sections.~~
- ~~7. Review of data and reports on current status of disproportionate adverse actions for civil rights protected employee groups.~~

- ~~C. The committee shall begin meeting within 60 days after ratification of this Contract. The committee shall meet on a quarterly basis. By mutual agreement of the committee chairs, State release time may be requested of the appointing authority or designee for necessary work to support the committee's efforts between quarterly meetings. Such release time shall not be unreasonably denied.~~
- ~~D. The State and the Union agree to work with the various hiring authorities regarding the implementation of existing agreed recommendations from the December 2000 JLMCD report that have not been implemented as of June 30, 2003 and implementation of the 2003 JLMCD report during the life of this contract.~~
- E. B. The committee will consist of five (5) an equal number of Union representatives who will represent SEIU Local 1000 and five (5) State representatives. Each bargaining unit may have one Union/employee representative on the committee. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.
- C. Following a meeting convened by the SPB, the JLMC committee shall meet on a quarterly basis to discuss requests made of the JLMC by SPB. The State agrees that the Union representatives will be permitted 80 hours of release time during the 12 months following ratification of this contract to serve and participate on the committee without a loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

5.10 Labor/Management Committees

Upon mutual agreement of the department head or designee and the Union, a Labor/Management Committee may be established to address specific or ongoing issues.

Such committees may be established according to the following guidelines:

1. The committees will consist of equal numbers of management representatives selected by the department head or designee and Union representatives selected by the Union.
2. Committee recommendations, if any, will be advisory in nature.
3. Labor/Management Committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.
4. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the Committee.

5.11 Dignity Clause

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may process a complaint up to the department head or designee.

5.12 Upward Mobility Joint Labor/Management Committee

- A. The State and the Union agree to ~~establish a~~ continue the Joint Labor/Management Committee on Upward Mobility to assist departments in complying with their upward mobility requirements.
- B. ~~Each department shall establish an upward mobility program consistent with State Personnel Board Regulations.~~
- B C. ~~The Joint Labor/Management Committee on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by DPA and four (4) Union members selected by the Union~~ who will represent all SEIU Local 1000 bargaining units. The committee shall be co-chaired by one of the Union's representatives, along with a co-chair representing the State.
- C.D. ~~At the request of the union, the~~ The committee will meet at least quarterly, commencing no later than ninety (90) days after ratification of this Contract. Members of the committee will be granted state release time for all committee meetings.
- E. ~~The committee will develop a handbook draft a report to the State Personnel Board identifying:~~
 - 1. ~~Economic and/or non-economic improvements to upward mobility programs such as but not limited to classifications, career ladders and lattices, education which will encourage greater participation in the programs; and~~
 - 2. ~~Outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The committee may also include internal state sources for career training opportunities.~~
- F. ~~The committee will submit this report including recommendations to enhance departmental upward mobility programs to the State Personnel Board no later than January 15, 2005.~~
- D The committee will develop a handbook identifying the following: Outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The committee may also include internal sources for career training opportunities.
- E. Each department shall establish and maintain an upward mobility program consistent with State Personnel Board Regulations. At the request of the Union, the department shall meet to discuss their upward mobility program. Recommendations for adding to or deleting from the upward mobility program shall be considered by the department. No change can be inconsistent with the State Personnel Board Regulations.

ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES

6.1 Purpose

- A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.
- B. The purposes of this procedure are:
 - 1. To resolve grievances informally at the lowest possible level.
 - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

6.2 Definitions

- A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the State Personnel Board. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.
- D. As used in this procedure, the term "party" means the Union, an employee, or the State.
- E. A "Union representative" refers to a Union steward or staff representative or a bargaining unit council representative.

6.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

6.4 Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

6.5 Presentation

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both, may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step.

6.6 Informal Discussion

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

6.7 Formal Grievance – Step 1

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than twenty-one (21) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance.
- B. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with the person designated by the department head as the first formal level of appeal. Said grievance shall include a statement as to the alleged violation, the specific act(s) causing the alleged violation and the specific remedy or remedies being sought.
- C. Within twenty-one (21) calendar days after receipt of the formal grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievance.
- D. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

6.8 Formal Grievance – Step 2

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to the department head or designee.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to the CSEA, Local 1000, SEIU, CSD, 1108 "O" Street, Sacramento, CA 95814.

6.9 Formal Grievance – Step 3

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the Department of Personnel Administration or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected Department(s).
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

6.10 Response

If the State fails to respond to a grievance within the time limits specified for any step, the grievant shall have the right to appeal to the next step.

6.11 Formal Grievance – Step 4

A. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration. If the grievance is not submitted to Arbitration within 30 calendar days after receipt of the third level response, it shall be considered withdrawn.

B. Within fifteen (15) ~~seven (7)~~ calendar days after the ~~second~~ notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator. ~~or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service, or the Federal Mediation and Conciliation Service to submit to them a panel of ten arbitrators from which the State and the Union shall alternately strike names until one name remains and this person shall be the arbitrator. If the second notice is not received within six (6) months of the receipt of the third level response, the request for arbitration is withdrawn.~~

If the parties cannot mutually agree upon an arbitrator within thirty (30) calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine(9) arbitrators.

Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties; unless the parties mutually agree to a different arrangement.

D. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.

E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in Section 6.2 A. of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

~~F. An arbitration award interpreting any of the terms of this MOU thereafter shall be binding upon the Union and the State; provided, however, that in any subsequent~~

~~arbitration between the parties involving an interpretation of the same term or terms of the MOU, the Arbitrator may determine whether, as a result of different facts, the prior arbitration award is relevant or determinative of the issue in such subsequent arbitration.~~

6.12 10.23 Health and Safety Grievances

moved to article 10.23

6.13 Grievance Review

Upon request, the State shall meet monthly with the Union in an attempt to settle and resolve grievances. The parties shall agree at least two weeks prior to each meeting on the agenda and who shall attend.

6.14 AWOL Hearing Back Pay

In any hearing of an automatic resignation (AWOL) pursuant to Government Code 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by Department of Personnel Administration, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this contract, nor may it otherwise be appealed to a court of competent jurisdiction. This provision does not alter or affect the right to bring a legal challenge or appeal of the other aspects of the hearing officer's decision as provided in law.

This does not otherwise limit or expand any other authority of the hearing officer under Government Code 19996.2

6.15 AWOL Hearing Back Pay

The parties agree to participate in a pilot program of an expired (mini) arbitration process. The pilot program shall begin 90 days following ratification of this of reaching a tentative agreement by the membership and the legislature and continue for one year, after which it shall terminate unless extended by mutual agreement. The parties shall meeting following ratification of this after reaching a tentative agreement to determine the procedures necessary to implement this pilot program.

A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that this process shall be used at least 4 times during the pilot period.

B. The arbitrator shall be mutually selected by the parties; if the parties cannot agree upon an arbitrator, the parties shall request the State Mediation and Conciliation service to furnish a list of nine arbitrators. The parties shall alternately strike names until one arbitrator remains.

C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:

1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
 2. Prior to the arbitration, the parties must mutually agree to the questions to be placed before the arbitrator or the case will not proceed through this section.
 3. Only the grievant, hi/her union representative, appropriate steward, and one witness and no more than four (4) management representatives may appear at the hearing. Each party will designate no more than two (2) spokespeople per case to make an oral presentation.
 4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions and each side waves the right to cross-examine the other. There shall be no stenographic record or transcripts.
 5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
 6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
 7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this MOU, or any agreements supplementary thereto, but shall limit the decision to the application of the MOU to the facts and circumstances at hand.
 8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and ~~any~~ either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ~~20~~ 10 days prior to the hear.
- D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

ARTICLE 7 - HOLIDAYS

- A. Full-time and part-time employees shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
 - (1) When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
 - (2) When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
 - (3) If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this Article. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.
- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If an employee is required to work on an observed holiday, the employee shall be compensated at a premium rate in accordance with paragraph G, I or J below.
- G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, the employee shall receive eight hours of holiday credit and one and one-half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion.
- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.

- I. Work Week Group E or SE Employees: When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.
- J. Part-time employees in Work Week Group 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph K below, and one and one-half the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion.
- K. Employees in Work Week Group 2 who are required to work overtime on a holiday shall be paid for all hours worked in excess of forty (40) hours in a regular workweek in accordance with the provisions of Section 19.2, in addition to the premium rate described in paragraph G or J above.
- L. Employees shall receive compensation for holidays in accordance with the following:

**CHART FOR COMPUTING VACATION, SICK LEAVE, AND
HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES
SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1**

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP									HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	16	17	18	SL/HOL 8
9/10	6.30	9.00	9.90	10.80	11.70	12.60	14.40	15.30	16.20	7.20
7/10	4.90	7.00	7.70	8.40	9.10	9.80	11.20	11.90	12.60	5.60
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.80	5.10	5.40	2.40
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.60	1.70	1.80	0.80
7/8	6.13	8.75	9.63	10.50	11.38	12.25	14.00	14.88	15.75	7.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	12.00	12.75	13.50	6.00
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10.00	10.63	11.25	5.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	8.00	8.50	9.00	4.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	6.00	6.38	6.75	3.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	4.00	4.25	4.50	2.00
1/8	0.88	1.25	1.38	1.50	1.63	1.75	2.00	2.13	2.25	1.00

4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.80	13.60	14.40	6.40
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.60	10.20	10.80	4.80
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.40	6.80	7.20	3.20
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.20	3.40	3.60	1.60

An employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

- M. Holiday Credit may be requested and taken in fifteen (15) minute increments.
- N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- O. Upon termination from State employment, an employee shall be paid for unused holiday credit.
- P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.
- Q. The parties will jointly develop a holiday compensation training program for departments.

ARTICLE 8 – LEAVES

8.1 Vacation/Annual Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following month as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
20 years and over	14 hours per month

Q. An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation credit on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

B. Employees may elect to enroll in the Annual Leave program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the Annual Leave Program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.

C. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

<u>1 month to 3 years</u>	<u>11 hours per month</u>
<u>37 months to 10 years</u>	<u>14 hours per month</u>
<u>121 months to 15 years</u>	<u>16 hours per month</u>
<u>181 months to 20 years</u>	<u>17 hours per month</u>
<u>241 months and over</u>	<u>18 hours per month</u>

D. Employees, who elect to move to the vacation and sick leave programs, will have their accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as the effective date of this agreement.

~~C. Employees working less than full time accrue vacation in accordance with the chart shown in Section 7L of this contract.~~

~~B. E.~~ A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation/annual leave credits as set forth above under Item A. ~~above or C respectively.~~ Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

F. Part-time and hourly employees shall accrue proportional vacation/annual leave credits, in accordance with the chart shown in Section 7 L. of this Contract.

G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.

H. Annual leave that is used for the purposes of sick leave is subject to the requirements set forth in Article 8.2, Sick Leave, of this Contract.

~~I. The time when annual leave shall be taken by the employee shall be determined by the department head or designee.~~

~~D. I.~~ Workweek Group 2 employees may use take V. Vacation/annual leave credits may be taken in fifteen (15) minute increments.

~~E. J.~~ Workweek Group 2 employees are authorized to use existing fractional vacation/annual leave hours that may have been accumulated.

~~G. K.~~ Subject to operational needs, the time when vacation/annual leave shall be taken by the employee shall not be unreasonably denied. Employee vacation/annual leave requests shall be submitted and granted or denied in writing in a timely manner. Vacations/annual leave can only be cancelled when unanticipated operational needs require it.

~~H. L.~~ Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation/annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation/annual leave period in order of seniority (defined as total months of State service in the same manner as vacation/annual leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/annual leave schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.

~~I. N.~~ By June 1 of each calendar year those employees whose vacation/annual leave balance exceeds, or could exceed by December 31, the vacation/annual leave cap of Subsection 8.4 ~~J. M.~~ must submit to their supervisor for approval a plan to use vacation/annual leave to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient vacation/annual leave to reduce the

employee's vacation/annual leave balance or potential balance on December 31 below the cap specified in Subsection 8.1-J M.

~~O. If on January 1 of each year an employee's vacation/annual leave bank exceeds the cap in Subsection M., the department may order the employee to take vacation/annual leave.~~

~~J.M.~~ If an employee does not use all of the vacation/annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation/annual leave credits to the following calendar year to a maximum of ~~400 hours~~ six hundred forty (with Annual Leave 640) hours. A department head or designee ~~shall~~ may permit an employee to carry over more than ~~400 hours~~ six hundred forty (with Annual Leave 640) hours of accrued vacation/annual leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation/annual leave until December 31 because of sick leave; or (5) was on jury duty.

F. P. Upon termination from State employment, the employee shall be paid for accrued vacation/annual leave credits for all accrued vacation/annual leave time.

~~K. If an employee in Unit 1, 14 or 20 does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.~~

8.2 Sick Leave

A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury, including illness or injury relating to pregnancy;
2. Exposure to a contagious disease which is determined by a physician to require absence from work;
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code Section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On

the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.

- C. Credit for less than full-time employees shall be computed as follows:
 - 1. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in Article 7.
 - 2. Multiple positions under this rule:
 - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
 - b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (8 hours per pay period) full-time employment credit.
- D. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
 - 1. The employee has a demonstrable pattern of sick leave abuse; or
 - 2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.
- E. An employee will not be denied the right to use sick leave or be subject to any type of corrective or disciplinary action, or in any manner discriminated against for using or attempting to exercise his/her right to use sick leave based solely on the amount of use.
- F. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.
- G. Sick leave may be accumulated without limit.
- H. Sick leave may be requested and taken in fifteen (15) minute increments.

- I. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.
- J. When an employee's sick leave balance is zero, other leave credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

8.3 Bereavement Leave

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code Section 297), child, grandchild, grandparent, brother, sister, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of his/her aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or immediate family members of domestic partners as defined in paragraph A. above. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A. or B. above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in Section 8.2. Any such request shall not be arbitrarily or unreasonably denied.

- E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base. (See schedule in Article 7.)

8.4 Parental Leave

- A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom or care for the newborn child for a period not to exceed one (1) year. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- B. A male spouse or male parent or domestic partner (as defined in accordance with Family Code Section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for his/her newborn child. The employee shall provide medical substantiation to support his/her request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- D. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

8.5 Adoption Leave

- A. A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one (1) year. The employee may be required to provide substantiation to support the employee's request for adoption leave.
- B. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.
- C. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

8.6 Union Leave

- A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A Union leave may also be granted during the term of this Contract at the discretion of the affected department head or designee in accordance with the following:
1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
 2. The Union leave request form shall be signed by either the ~~Civil Service Division Director or the Deputy Director~~ SEIU President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to the Department of Personnel Administration.
 3. A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
 4. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to 35 percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave, within 60 days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.
 5. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
 6. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
 7. Employees on a Union leave shall suffer no loss of compensation or benefits.
 8. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
 9. In the event an employee on a Union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

8.7 Unpaid Leave of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.

- B. Except as otherwise provided in subsection C. below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
 - 1. Union activity;
 - 2. For temporary incapacity due to illness or injury;
 - 3. To be loaned to another governmental agency for performance of a specific assignment;
 - 4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
 - 5. Education;
 - 6. Research project;
 - 7. Personal or family matters; or
 - 8. Run for public office.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave)

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code Section 297), brother, sister, or other person residing in the immediate household.

- B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic partner (as defined in accordance with Family Code Section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.
- C. For the purposes of transferring leave credits the following definitions shall apply:
 - 1. Sick leave credits cannot be transferred;
 - 2. The receiving employee has exhausted all leave credits;
 - 3. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation or annual leave;
 - 4. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
 - 5. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
 - 6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
 - 7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
 - 8. This section is not subject to the Grievance and Arbitration Article of the Contract.

8.9 Catastrophic Leave - Natural Disaster

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation, personal leave, annual leave, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;

- D. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with Section 23.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days;
- E. Personal holiday must be transferred in one (1) day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base);
- F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
- G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
- H. Donations shall be made on a form supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
- I. This section is not subject to the Grievance and Arbitration Article of this Contract.

8.10 Release Time for State Civil Service Examinations

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift or the first watch on the day of a State Personnel Board examination.
- B. Authorized release time for reasonable travel time to and from the examination site may be granted by the department.

The following section applies to Unit 14 and Unit 15 only.

- C. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite and travel to and from the examination site.

8.11 Release Time for State Personnel Board Hearings

Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has been

scheduled to appear or testify before the State Personnel Board. The State shall attempt to accommodate a shift change request from an employee involved in (1) or (2) above on the day of a State Personnel Board hearing.

8.12 Leave Credits Upon Transfer in State Service

All employees shall, upon transfer in State service, transfer with all accumulated vacation, annual leave, personal leave, personal days, and sick leave credits.

8.13 Court Appearance and/or Subpoenas

- A. If an employee is served with a subpoena which compels his/her presence as a witness and the employee is not a party to the legal action or an expert witness, the employee shall be granted a leave of absence with pay. Such pay shall be in the amount of the difference between the employee's regular pay and any amount he/she receives for such appearance. In no case shall this amount exceed the employee's regular pay.
- B. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of his/her accrued CTO, PLP, annual leave, vacation or unpaid leave.
- C. Upon request, and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8am to 5pm may be placed on an existing work schedule or shift that coincides with the time he/she is required to be available in accordance with the provisions of A. above.

8.14 Jury Duty

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. Upon receiving notice of jury duty an employee shall immediately provide a copy of the notice to his/her supervisor.
- B. If payment is made for such time off, the employee is required to remit to the State jury fees received. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees. For the purposes of this section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.
- C. For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the following:
 - 1. The department already maintains an appropriate work shift that utilizes the employee's classification; and
 - 2. The operational needs of the department permit such reassignment.
- D. An employee shall be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs B. and C. apply.

- E. For the purpose of this section, an employee summoned to jury duty may be required to adjust the work shift to an eight (8) hour schedule.
- F. An employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

8.15 Personal Leave Program: 1992

- ~~A. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use Personal Leave credits.~~
- ~~B. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash-out provision may differ from department to department and from employee to employee. Departments shall consider an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash-out or lump-sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available for the Personal Leave Program, departments will offer employees the opportunity to cash-out accrued Personal Leave.~~
- ~~C. If any dispute arises about this Personal Leave section, an employee may file a grievance and the decision reached at Step 3 (Department of Personnel Administration) of the grievance procedure shall be final and not subject to the arbitration clause of this Contract.~~
- ~~D. Personal Leave credits shall not be counted towards the 1,734/1,934 hours of compensation for Special School employees subject to the State Special Schools 10-Month Compensation Agreement.~~

8.16 Family Medical Leave Act (FMLA)

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA". The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, domestic partner (as defined in Family Code Section 297), or parent who has a serious health condition, and/or for the birth or adoption of a child.
- B. For the purposes of providing the FMLA benefits the following definitions shall apply:

1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
 2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
 3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;
 4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by Section 8.8 of this Contract.
 - a. FMLA absences due to illness and/or injury of the employee or eligible family member, may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with Sections 8.8 and 8.2 of this Contract.
 - b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by Section 8.8 of this Contract.
 - c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with Section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.
- C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.
- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.
- E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous 12 month rolling period, shall be entitled to additional leave up to a total of 12 weeks for the current calendar year.

- F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
- G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the Department of Personnel Administration Rules 599.608 and 599.609.
- H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by the Department of Fair Employment and Housing. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

8.17 Mentoring Leave

- A. Eligible employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting "mentoring leave". For example, if an employee requests two (2) hours of "mentoring leave", he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "mentoring leave". "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for "mentoring leave", an employee must:
 - 1. Have a permanent appointment;
 - 2. Have successfully completed their initial probationary period; and

3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the ~~California Mentor Program Directory, under the guidance of the California Department of Alcohol and Drug~~ Governor's Mentoring Programs, for a minimum of one school year. (Most programs are aligned with the child's normal school year, however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. An employee is not eligible to receive "mentoring leave" if:
1. He or she is assigned to a "post" position in the California Departments of Corrections or ~~Youth Authority and Rehabilitation~~; or
 2. He or she works in a level of care position in the Departments of Developmental Services, Mental Health, Education or Veterans' Affairs.
- G. Permanent part-time and Permanent Intermittent employees may receive a pro-rated amount of mentoring leave based upon their time base. For example, a half time employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to 160 hours) to earn 3.3 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 6 of this Contract.

8.18 Work and Family Participation

A. Family Activity

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating.

However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code Section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating.

Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child).

Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

B. Family Crisis

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family

or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code Section 297), child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household.

If eligible, any family crisis leave that meets the definition of serious health condition will run concurrently with Section 8.16 of this Contract, Family and Medical Leave Act.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

8.19 Annual Leave Program

- ~~A. Employees in Units 1, 14, and 20 may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave programs at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until twenty four (24) months has elapsed from date of enrollment.~~
- ~~B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:~~

1 month to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
241 months and over	18 hours per month

~~Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA rules. Employees shall have the continued use of any sick leave accrued as of the effective date of the Agreement, in accordance with applicable laws, rules, or memorandum of understanding. All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.~~

- ~~C. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.~~
- ~~D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.~~
- ~~E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.~~
- ~~F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.~~
- ~~G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection E, the department may order the employee to take annual leave.~~
- ~~H. Annual leave request must be submitted in accordance with departmental policies on the subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.~~
- ~~I. Each department head or designee will make every effort to act on annual leave requests in a timely manner.~~
- ~~J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Article 8.2, Sick Leave, of this Agreement.~~
- ~~K. The Enhanced Non-Industrial Disability Insurance (ENDI) in Article 9.14 applies only to those in the annual leave program described above in this Section.~~

~~L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty-four (24) months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).~~

~~M. This section may be amended during the term of this Contract as a result of the negotiated agreement to implement State Disability Insurance.~~

8.20 Paid Time Off – Precinct Election Board

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA Rule 599.930, an employee in Bargaining Units 1, 4, 11, 14, 15 and 20 may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

8.21 Voluntary Personal Leave Program

~~Effective the first pay period following the signing of this tentative agreement, T~~he State shall implement ~~continue~~ a mandatory ~~voluntary~~ Personal Leave Program for bargaining unit all Units 1, 4, 11, 14, 15, and 20 employees. This program shall remain in effect for 12 months. Employees may voluntarily participate in the personal leave program on a continuing basis.

- A. Each full-time employee subject to paragraph B. shall be credited with eight (8) hours of Voluntary Personal Leave on the first day of the following monthly pay period for each month in the Voluntary Personal Leave Program.
- B. ~~Salary ranges and rates shall be changed to reflect the July 1, 2003 general salary increase; however, e~~Each full-time employee participating in the Voluntary PLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 5%. In exchange, 8 hours of leave will be credited to the employee's
Voluntary Personal Leave Program monthly.
- C. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves), ~~and Sections 8.1 (Vacation Leave) and 8.19, (Annual Leave).~~
- D. An employee may accumulate no more than 240 hours of Voluntary Personal Leave. When an employee reaches 240 hours of Personal Leave or would exceed 240 hours of Personal Leave with further accumulation, he/she shall be removed from the Voluntary Personal Leave Program.

When an employee is removed from the Voluntary Personal Leave Program, he/she may not participate for a minimum of 12 months and he/she is not eligible to re-enroll until his/her balance is reduced to a maximum of 120 hours.

- E. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by federal and state law.
- ~~E.~~F. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave Program.
- ~~F.~~G. A State employee in the Personal Leave Program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the Personal Leave Program not occurred.
- ~~G.~~H. The Personal Leave Program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- ~~H.~~I. The Personal Leave Program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- ~~I.~~J. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- ~~J.~~K. The Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- ~~K.~~L. The Personal Leave Program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- ~~L.~~M. Employees on ~~EIDL~~, ~~NDI~~, SDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave Program for that month.

8.22.15 Department of Developmental Services Vacation Scheduling System for Common Level of Care (LOC) Nursing Staff in Bargaining Unit 15

- A. On October 1 of each year, each unit/work location shall post a vacation calendar in a prominent place readily available to Bargaining Unit 15 (Hospital Worker), employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of

LOC employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the year. Non-Client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.

- B. During the period of October 1 to October 31, all employees, without regard to Bargaining Unit classification or seniority, may sign up for no more than two (2) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.
 - 1. Vacation requests shall not exceed the employees' accrued vacation time balance at the time(s) the vacation(s) is taken.
 - 2. No other accumulated/accrued time shall be authorized for the purpose of requesting vacation time off.
 - 3. During the above period, Management will not intervene to resolve conflicts in the vacation requests.
- C. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidded, as determined by management, or the employee may bid on the remaining unbid vacation time.
- D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots.

The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.

- 1. Program management shall maintain full and unabridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unabridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.
- 2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.

3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.
- F. When an employee cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.
- G. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.
- H. Nothing in this agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.
- I. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

8.23.15 Department of Mental Health (DMH) Vacation Scheduling in Bargaining Unit 15

- A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.
- B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid, subject to available posted vacation dates, one or two vacation period(s) for the upcoming calendar year as follows:
 1. For one vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.
 2. For two (2) vacation periods, each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) vacation days scheduled off during the vacation year, and any one-vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

As each employee chooses his/her vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar. For the purpose of the Subsection, an employee's chosen vacation period may not exceed the employee's accrued vacation time balance at the time the vacation is to be taken.

- C. Beginning December 1, employees may select time off on a first-come first-served basis from the remaining posted dates. If such selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. For use of the personal holiday, such selection from the remaining posted dates shall be granted if made at least five (5) days in advance. Requests for time off with less than ten (10) calendar days notice may be granted. For the purpose of this Subsection, an employee may use vacation, CTO, holiday time, or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this Subsection,

should two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.

- D. Employees who successfully bid a vacation during the period mentioned in Subsection D; October 15 through November 15, and are subsequently involuntarily transferred from the program or shift on which the vacation was bid shall retain that vacation period should the coinciding vacation dates be available. If there are no available posted dates which coincide with the employee's vacation period and the posted dates cannot be increased, the employee may choose one of the following:
 - 1. Bid another available vacation period; or
 - 2. Bump previously approved Unit 15 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or
 - 3. Cancel the vacation.Vacations scheduled under this Subsection shall be considered to be bid vacation.
- E. Time off under this Section will be cancelled only in the event of emergency or unanticipated staffing shortage. In the event that cancellation becomes necessary, such cancellation shall be in accordance with and in the order of the following:
 - 1. Volunteers;
 - 2. Time off requested after December 1, with the last request being the first cancelled;
 - 3. Bid vacation by inverse seniority.
- F. Nothing in the Section shall prevent the granting of time off in excess of the posting time off.
- G. Vacation calendars shall remain posted for the entire vacation year.
- H. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first-come first-served basis subject to Subsection (C).

ARTICLE 9 – HEALTH AND WELFARE

9.1 Benefit Plans

A. Health Benefit Plans

1. Health Program Description

a. Contribution Formula

~~Effective January 1, 2004 through December 31, 2005, The~~ employer health benefits contribution for each employee shall be an amount equal to 80 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

2. Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a one-year vesting schedule for the employer health contribution for dependents as follows:

- a. 50% of the normal employer dependent portion of the contribution upon initial enrollment;
- b. 75% of the normal employer dependent portion of the contribution upon completion of 12 months of service; and
- c. 100% of the normal employer dependent portion of the contribution upon completion of 24 months of service.

- b. 3. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

2. 4. Health Benefits Eligibility

a. Employee Eligibility

(1) For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

b. Permanent Intermittent (PI) Employees

- (1) Initial Eligibility – A permanent Intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.
- (2) Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

c. Family Member Eligibility

For purposes of this section, “eligible family member” shall be defined by the Public Employees’ Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State’s office in accordance with AB 26 (Chapter 588, Statutes of 1999).

9.2 Dental Benefit Plans

A. Contribution Amounts

1. Effective January 1, 2006, ~~the~~ State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.
 - a. The State shall pay up to ~~\$30.70~~ \$35.04 per month for coverage of an eligible employee.
 - b. The State shall pay up to ~~\$55.60~~ \$61.73 per month for coverage of an eligible employee plus one dependent.
 - c. The State shall pay up to ~~\$81.38~~ \$89.55 per month for coverage of an eligible employee plus two or more dependents.
2. The employee will pay any premium amount for the dental plan in excess of the State’s contribution, except that the employee’s share of the cost shall not exceed 25 percent (25%) of the total premium.

B. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under Section 9.1 of this Contract.

C. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section 9.1 of this Contract.

D. Coverage During First 24 Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred

provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service during the 24 month qualifying period. However, if no alternative plan or prepaid plan is available within a 50-mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

9.3 Vision Benefit Plan

A. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of \$10 for the comprehensive annual eye examination and \$25 for materials.

B. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under Section 9.1 of this Contract.

C. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under Section 9.1 of this Contract.

9.4 Rural Health Care Equity Program

Effective July 1, 2001, the State shall continue a Rural Health Care Equity Program for Bargaining Unit ~~1, 4, 11, 14, 15 and 20~~ members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The Department of Personnel Administration shall administer any fund involving Bargaining Unit ~~1, 4, 11, 14, 15 and 20~~ members.

1. The program shall operate in the following fashion:

- a. The State shall contribute \$1500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code Section ~~22825.01~~ 22877.
 - (1) For Bargaining Unit ~~1, 4, 11, 14, 15 and 20~~ members payments shall be on a monthly basis.
 - (2) For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
- b. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
- c. The money shall be available for use as defined in Government Code Section (GC) ~~22825.01~~ 22877.

- d. A Rural Healthcare Equity Program will be established with a separate account for Bargaining Unit ~~1, 4, 11, 14, 15 and 20~~ members, as one of several similar accounts.
- e. Each Unit ~~1, 4, 11, 14, 15 and 20~~ employee shall be able to utilize up to \$1500 per fiscal year, pursuant to GC section ~~22825.01~~ 22877 but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1(b) is applicable here.
- f. If an employee does not utilize the complete \$1500 pursuant to the procedures and limitations described in GC section ~~22825.01~~ 22877, then the unused monies shall be put in a "same year pool". That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the \$1500, but again according to the procedures and limitations in the statute. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
 - (1) Any employee not in Bargaining Unit ~~1, 4, 11, 14, 15 and 20~~ all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph 1(b). above.
 - (2) If an employee is entitled to less than \$25 under this paragraph, the money shall instead go into next year's fund pursuant to paragraph g hereafter.
- g. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1500 as provided in GC section ~~22825.01~~ 22877 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the statute exceed \$1500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to GC ~~22825.01~~ 22877 and monies still remained in the pool.

9.5 Employee Assistance Program

- A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress-related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.
- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this section. Employees who are referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee using the Employee Assistance Program, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leaves of Absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits,

vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance. A list of all Employee Assistance Program Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.

- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.
- E. Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

9.6 Pre-Tax of Health and Dental Premiums Costs

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State, and social security taxes are deducted. Employees who choose not to have their out-of-pocket costs pretaxed, must make an election not to participate in this benefit.

9.7 Pre-retirement Death Continuation of Benefits

- A. Notwithstanding Government Code Section 22777 ~~22846~~, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental, and vision benefits for a period not to exceed 120 days beginning in the month of the employee's death. The surviving spouse, *domestic partner, or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse, domestic partner* or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

~~*Upon the enactment of AB205 domestic partner will become acknowledged in this section.~~

9.8 Joint Union/Management Benefits Advisory Committee

- A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet, at least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits

provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This committee shall be advisory in nature.

- B. The committee shall be comprised of an equal number of Union and management representatives, the total number to be determined by the Department of Personnel Administration. The committee shall be co-chaired by a labor and a management member.
- C. Union members on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.
- D. The Department of Personnel Administration will provide necessary staff to support the committee.

9.9 Presumptive Illness

When required by Cal/OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal/OSHA regulations.

9.10 Employee Injury on the Job

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. ~~If circumstances permit, the employee's personal choice of physician will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.~~
- B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
- C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.
- D. The State shall not use the Department of Industrial Relations ~~Rating Bureau's~~ Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

9.11 Employee Injury or Disability

~~Employees shall be eligible for Industrial and Non-Industrial Disability Leave as provided in Government Code Sections 19869 through 19885, except as provided in Section 9.12~~

~~(Non-Industrial Disability Insurance), Section 9.13 (Enhanced Industrial Disability Leave), and Section 9.17 (Industrial Disability Leave).~~

9.12 Non-Industrial Disability Insurance

- ~~A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.~~
- ~~B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60 percent (60%) of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding twenty-six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays.~~
- ~~C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived when the employee is a registered bed patient in a hospital or nursing home, or receives treatment in a hospital or surgical unit or licensed surgical clinic. Procedure rooms and doctor's offices are not included.~~
- ~~D. If the employee elects to use vacation, annual leave, personal leave, or sick leave credits prior to receiving NDI payments, he/she is not required to exhaust the accrued leave balance.~~
- ~~E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.~~
- ~~F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100 percent (100%) of their regular "full pay". This does not qualify the employee for a new disability period under B. of this section. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/her position.~~
- ~~G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.~~
- ~~H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of~~

~~960 hours of compensated work.~~

- ~~I. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.~~
- ~~J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.~~
- ~~K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights, which are not related to the denial of an individual's benefits.~~
- ~~L. This section may be amended during the term of this Agreement as a result of the negotiated agreement to implement State Disability Insurance.~~

9.13 Enhanced Industrial Disability Leave (EIDL)

- A. An employee working in the California Department of Corrections ~~or in the Department of the Youth Authority and Rehabilitation~~ who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee.
- B. An employee working in the Departments of Developmental Services, Mental Health, or Veterans Affairs, or in the Special Schools in the Department of Education who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing Industrial Disability Leave benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient, student, client, or member.
- C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
- D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.
- E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

- F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.
- H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

9.14 FlexElect Program

- A. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by the Department of Personnel Administration. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.
- B. Employees who meet the eligibility criteria stated in subsection A. above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the FlexElect Program.
- C. The State shall continue its current practice on a cash option in the FlexElect Program.
- D. Permanent Intermittent employees are eligible to participate in the FlexElect Program as described in Article 18 of this Contract.

9.15 Long-Term Care Insurance Plan

- A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the California Public Employees Retirement System (CalPERS). The employee's spouse, parents, and spouse's parents are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.
- B. The long-term care insurance premiums and the administrative cost to CalPERS and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

9.16 Temporarily Disabled Employees

- A. When an employee claims to be temporarily disabled and prevented from performing his/her usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.
- B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.

- C. Any disputes arising out of this section may only be appealed through the State Personnel Board's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

9.17 Industrial Disability Leave

- A. Employees who suffer an industrial injury or illness and would otherwise be eligible for temporary disability benefits under the Labor Code will be entitled to Industrial Disability Leave as described in Article 4 of the Government Code, beginning with section 19869. Industrial Disability Leave will be paid in lieu of temporary disability benefits.
- ~~A. B.~~ For periods of disability commencing on or after January 1, 1993, subject to Government Code Section 19875, Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.
- ~~B. C.~~ In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- ~~C. D.~~ The employee may elect to supplement payment from the twenty-third (23rd) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- ~~D. E.~~ Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two (2)-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.
- ~~E. F.~~ If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in the Labor Code and supplementation, as provided in Government Code Section 19863.
- ~~F. G.~~ In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit. For an employee injured prior to January 1, 2004, IDL may continue beyond the physician's statement that the employee's condition is "permanent and

stationary” providing the employee has not exhausted his/her eligibility for IDL benefits, the employee has been declared a “qualified injured worker”, and the employee would otherwise be entitled to Vocational Rehabilitation Maintenance Allowance (VRMA), IDL would be paid in lieu of VRMA.

- G. H. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

9.18 Group Legal Service Plan

The State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

ARTICLE 10 – HEALTH AND SAFETY

10.1 Health and Safety Commitment

The State is committed to providing a safe and healthy work place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

10.2 Health and Safety Committees

- A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.
- B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern.

These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees' safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety.

- C. Employees appointed to serve on the committee shall serve without loss of compensation.
- D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.
- E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

10.3 Occupational Hazards

When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with his/her assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

10.4 Injury and Illness Prevention Programs

- A. Each department shall establish, implement, and maintain an Injury and Illness Prevention Program. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the Department of Personnel Administration level shall be final.

10.5 Emergency Evacuation Procedures

- A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the Department of Personnel Administration level shall be final.

10.6.15 Safety Equipment

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

- A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.
- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if they feel it may add to their overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.
- E. The State will provide Bargaining Unit 15 employees safety goggles when required by the State. When the State concurs that an individual Unit 15 employee cannot wear safety goggles over prescription glasses, the State shall provide an initial pair of prescription safety glasses, including reasonable time off without loss of compensation for examination and fitting of the glasses.
 - 1. Employees shall wear safety goggles or prescription safety glasses in accordance with instructions provided by the State.
 - 2. Safety goggles provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety goggles shall be held responsible for loss and/or damage to the safety goggles other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be

on the State in cases of loss or damage to State-provided safety goggles or glasses.

- F. The State shall provide Bargaining Unit 15 employees safety-toed shoes/boots when required by the State. Safety-toed shoes/boots provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety-toed shoes/boots shall be held responsible for loss of and/or damage to the safety-toed shoes/boots other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State-provided safety-toed shoes/boots.

Employees shall wear safety-toed shoes/boots in accordance with instructions provided by the State.

10.7 Protective Clothing

- A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.
- B. "Protective Clothing" means attire, that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Contract is State-owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

10.8 Medical Monitoring

Medical monitoring programs shall be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and they will take into account the status of current technology and scientific recommendations for such programs, and the need for specified departmental programs.

10.9 Hazardous Materials

- A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.

If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

- B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exists:
 - 1. The manufacturer is required under Labor Code Section 6390 to provide a MSDS;
 - 2. The employee is required to use/handle the substance; or

3. It is necessary to update or otherwise train an employee in its use.

10.10 Employee Restroom Facilities

To the extent possible, where both male and female employees are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from those facilities provided to inmates, wards, residents, patients, members, and students.

10.11 Access to Work Areas 24 Hours

- A. Upon request, employees in twenty-four (24) hour Facilities/Institutions who need keys will be provided keys.
- B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.

10.12 Personal Alarms

- A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.
- B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.
- C. Any institution currently providing such personal alarm devices will continue to do so.
- D. This provision shall not supercede any existing departmental or institutional policy governing the use of personal alarms.

10.13 Referral of Assault/Battery

- A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.
- B. The State shall report all cases involving a toll patron assault and/or battery, as defined by existing laws, on a toll collector to the appropriate police agency.

10.14 Computer Work Stations

- A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union/Management Video Display Terminal Committee Report.

- B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.
- C. The State shall take action as it deems necessary to make the following equipment available to all employees that use computers:
 - 1. Glare screens;
 - 2. Document holders;
 - 3. Adjustable chairs;
 - 4. Adjustable and split keyboards, computer tables and supports;
 - 5. Foot and wrist rests;
 - 6. Telephone headsets;
 - 7. Ergonomic computer table;
 - 8. Wheeled carriers;
 - 9. Alternative pointing devices (rollerball, trackball, touch-pad, etc.) as necessary.

Additionally, the State shall take action as it deems necessary to mitigate glare from the workplace, such as, rearrangements of the work stations to avoid glare on monitors and on terminal screens from windows and ceiling luminaries, or providing other measures to reduce the glare from light sources.
- D. Upon request by the Union, the State agrees to meet to review any suggested revisions or additions to the State's Computer User's Handbook.

10.15 Assaultive Behavior

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

10.16 Workplace Violence Prevention

- The State and Union developed a model Workplace Violence Prevention program. Each department shall maintain a Workplace Violence Prevention Program that meets the mutually agreed upon model program. The department program shall be in writing and distributed and/or made available to all employees.
- ~~A. In order to provide a safe and healthy workplace for employees, the State agrees to meet with the Union to develop and implement "Workplace Violence Prevention" policies and programs.~~
 - ~~B. The State agrees to meet with the Union to develop a model Workplace Violence Prevention Program and make the program available to all departments.~~
 - ~~C. The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.~~

~~D. Those Workplace Violence Prevention Programs and policies which have been adopted by departments and that meet the mutually agreed upon model program criteria to be established in subparagraph B. above will remain in effect during the term of this Contract.~~

10.17 Independent Medical Examinations

A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.

~~B. The purpose of such independent medical evaluations are not to determine the degree of disability the employee has suffered, but rather as to whether illness or injuries sustained restrict the employee from performing the full range of his/her normal work assignment.~~

~~B. C.~~ If the State, after the independent medical examination, determines that the employee cannot perform his/her normal work assignments the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

10.18 Infectious Disease Control

A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Departments of Health Services, Industrial Relations, Developmental Services, Mental Health, Rehabilitation, and the California Environmental Protection Agency whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known, the State shall notify potentially exposed employees at the work site.

D. Infectious Disease Control Training shall include, but not be limited, to blood borne and air borne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

10.19 Precautions Against Exposure to Bloodborne Pathogens

A. The Department of Corrections (CDC), Youth Authority (CYA), Mental Health (DMH), Veterans Affairs (DVA), and Developmental Services (DDS) shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne

pathogens. Examples of guidelines the departments may use are the Joint Advisory Notice issued by the Department of Labor, Department of Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.

- B. CDC, CYA, DMH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.
- C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.
- D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.
- E. Employees who are exposed to bloodborne pathogens as a result of their employment will be advised of their ability to receive appropriate treatment and care as determined by their treating physician via the workers' compensation system.
- F. The departments will utilize the most up to date guidelines provided for the processing of laundry.
- G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.
- H. The Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.
- I. CDC, CYA, DMH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 Section 5193 of the California Code of Regulations.
- J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

10.20 Remodeling/Renovations and Repairs

- A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated, will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.
- B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.

- C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.
- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to Section 10.20 (Remodeling/Renovations and Repairs).

10.21 Pest Control

- A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least forty-eight (48) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.
- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to Section 10.21 (Pest Control).

10.22 Smoking Cessation

- A. The state will continue to provide smoking cessation programs consistent with prior Departmental practices.

- B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.
- C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

10.23 6.12 Health and Safety Grievances

- A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.
- B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.
- C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.
- D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:
 - 1. Health and Safety Grievance – Step 2
 - a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.
 - b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the ~~CSEA~~, SEIU Local 1000, ~~SEIU, CSD~~, 1108 "O" Street, Sacramento, CA 95814.
 - 2. Health and Safety Grievance – Step 3
 - a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the Department of Personnel Administration (DPA) as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected Department(s).

- b. The Director of the Department of Personnel Administration or designee shall respond to the grievance in writing within fourteen (14) calendar days.
- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
- d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.
- e. Arbitration shall be in accordance with Section 6.11 B. of this Article unless otherwise provided.

10.23.15 Professional Assaultive Response Training (BU15)

- A. The State shall provide Professional Assaultive Response Training for Unit 15 employees whose regular assignment involves the coordination and care of clients in Department of Developmental Services (DDS) and Department of Mental Health (DMH). Such training shall occur within a timely manner or in the case of a newly hired employee, within six (6) months of being hired.
- B. Upon request, other Unit 15 employees in DDS and DMH will be provided Professional Assaultive Response Training when space is available and arrangements can be made to relieve them of their regular duties.
- C. Such training will occur during Bargaining Unit 15 employees' regular work shift. However, departments may adjust the employees' work schedule to allow for their participation in the training.
- D. The Department of Education shall provide Professional Assaultive Response Training for all Unit 15 employees whose regular employment requires routine contact with students. Professional Assaultive Response Training involves training in procedures primarily designed to alert employees to potential impulsive or aggressive behavior of students in the special schools. Such training shall occur prior to the termination of the school year.

10.24.15 Laundry and Kitchen Temperatures (BU 15)

- A. At the request of the Union, State departments that maintain kitchens and laundries in which Unit 15 employees work, agree to meet to discuss alternative methods for resolving issues regarding temperature variance in kitchen and laundry work areas.
- B. The State shall comply with applicable regulations regarding temperature variance in kitchen and laundry work areas. Additionally, the department will consider and may alter the shifts of Unit 15 employees so that they are working fewer hours during the hottest parts of the day. As resources permit, existing ventilation, heat, and air cooling systems, including auxiliary equipment provided in the laundries and kitchens, shall be maintained by the State in good working condition.

ARTICLE 11 – SALARIES

11.1 Salaries

~~Notwithstanding any other Contract provision to the contrary, the general salary rate of July 1, 2003 shall remain in effect for the term of this Contract unless amended pursuant to Article 22, Section 22.2 B.~~

- A. Upon ratification, all SEIU Local 1000 represented employees shall receive a one-time bonus of one thousand dollars (\$1000). This bonus shall be paid within ninety (90) days following ratification.
- B. Effective July 1, 2006, all SEIU Local 1000 represented classifications shall receive a general salary increase of three and a half percent (3.5%). (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement). The increase shall be calculated by multiplying the base salary by 1.035. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

Classifications receiving the Plata/Plata Equity differentials (CDCR & DMH) shall have their differential adjusted downward by a dollar amount that will result in the incumbents receiving the same gross monthly salary as was received prior to the general salary increase.

- C. Effective July 1, 2007, the State agrees to provide a cost of living adjustment, to all SEIU Local 1000 classifications as follows: (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement)
 - 1. The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve month period from April 2006 through March 2007. The specific amount of the cost of living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI-W West Urban – All Urban Consumers (Not Seasonally Adjusted), Series CUUR0400SAO, United States.
 - 2. The cost of living adjustment shall not be less than 2.0% or more than 4.0%.

e.g: If the cost of living for the year, as determined in #1 above, is less than 2.0%, the Cost of living adjustment for the year shall be established at 2.0%. If the cost of living for the year is greater than 4.0%, for the specified period, the Cost of Living Adjustment for the year shall be established at 4%. If the cost of living for the year increases by an amount between 2.0% and 4.0%, employees shall receive the specific cost of living increase rounded to the nearest tenth.
 - 3. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
 - 4. The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

EXAMPLE for 2007 Increase (as described in #1)

<u>CPI for March 2007 (EXAMPLE ONLY)</u>	<u>202.4</u>
<u>Less CPI for March 2006</u>	<u>197.1</u>
<u>Index Point Change</u>	<u>5.2</u>
<u>Divided by Previous CPI (March 2006)</u>	<u>197.1</u>
<u>Equals</u>	<u>.02637</u>
<u>Result multiplied by 100 (100 X .02637)</u>	<u>2.6</u>
<u>Cost of Living adjustment for 2007</u>	<u>2.6%</u>

Salary adjustment effective July 1, 2007 (EXAMPLE ONLY) 2.6%

11.2 Salary Definitions

Units 1, 4, 11, 14, 15 and 20 hereby agree to support putting the following changes to Article 5 of the Department of Personnel Administration regulations into effect provided all bargaining units agree to the same.

As used in this Article, terms are defined as follows:

- A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect 5 percent increments between the minimum and the maximum salary rates. Each 5 percent shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate 5 percent for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.
- B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 × 1.05 = \$2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two-steps higher than or the same as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two-steps higher than the maximum salary rate of another salary range.

- G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

11.3 Timely Payment of Wages

- A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;
 2. When a regular paycheck is late for reasons other than 1. above (e.g., AWOL, late dock), a salary advance of no less than 50 percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;
 3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.
- B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
- C. This provision does not apply to those employees who have direct deposit.
- D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.
- E. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and Controller's Office policies.
- F. Overpayments or any other payroll errors shall be administered in accordance with Government Code Section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.
- G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.
- H. The Department of General Services shall make arrangements for evening shift or night shift employees to receive their pay checks at the same time as the day shift on the authorized pay day.

11.4 Merit Salary Adjustments (MSA)

- A. Employees shall receive annual merit salary adjustments (MSA) in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the merit salary adjustment.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

11.5 Night Shift Differential

- ~~A. Unit 1, 4, 11, or 20 employees who regularly work shifts shall receive a night shift differential as set forth below:~~
 - ~~1. Employees shall qualify for the first night shift pay differential of 40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight.~~
 - ~~2. Employees shall qualify for the second night shift pay differential of 50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.~~
- ~~B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.~~

11.6 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards:

- A. Definition of Bilingual Position for Bilingual Differential Pay:
 - 1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.);
 - 2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
 - a. A direct public contact position;

- b. A hospital or institutional setting dealing with patient, client, student, or inmate needs;
 - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
 - 3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
 - 4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
 - 5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.
- B. Rate:
- 1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of \$100 per pay period including holidays.
 - 2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
 - 3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
 - 4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of 58 cents per hour.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- F. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.
- G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.

- H. Work Week Group 2 employees will receive bilingual salary compensation for overtime hours worked.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay should be included in the rate used to calculate temporary disability, Industrial Disability, and Non-Industrial Disability leave benefits.
- K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.

11.7 Sustained Superior Accomplishment Awards

Sustained Superior Accomplishment Awards shall not be considered "compensation" for purposes of retirement.

11.8 Union-Management Committee on State Payroll System

The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system.

The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the Department of Personnel Administration shall designate a chairperson of the committee. The Union may have one representative each from Bargaining Units 1, 4, 11, 14, 15 and 20 who shall serve without loss of compensation.

11.9 Recruitment and Retention Differentials

- A. Upon approval by the Department of Personnel Administration, a department may provide a monthly recruitment and retention differential to employees.
- B. This differential may be authorized for specific classifications in specific geographic locations or facilities.
- C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the Department of Personnel Administration.
- D. Less than full-time permanent employees and permanent intermittent employees may receive a recruitment and retention differential on a pro rata basis.
- E. The amount and location of such differentials is neither grievable nor arbitrable.

11.10 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons

- A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, Department of Corrections, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.
- B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, there will be no pro rata payment for those months at either facility.
- C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- G. Employees on IDL shall continue to receive this stipend.
- H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,400.
- I. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

11.11 Deferred Compensation Plans

Employees are to be included in the State of California, Department of Personnel Administration's, 401(k) and 457 Deferred Compensation Programs. Eligible employees under IRS Code Section 403(b) will be eligible to participate in the 403(b) Plan.

11.12 Tax Deferral of Lump Sum Leave Cash Out Upon Separation

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than 60 days prior to his/her date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "over-defers" exceeding the limitation on annual deferrals).
- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing plan document (which may at the State's discretion be amended from time to time), and applicable federal and State laws, rules and regulations.
- F. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

11.13.15 Night Shift Differential (BU 15)

- A. Unit 15 employees who regularly work shifts shall receive a night shift differential.
- B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.
- C. Unit 15 employees who regularly work shifts where four (4) or more hours of the regular scheduled work shift fall between 6:00 p.m. and 6:00 a.m., shall receive fifty (50) cents per hour.
- D. Shift differential payments are considered compensation for purposes of retirement.
- E. Shift differential pay will be included when computing benefits and/or additional compensation (i.e., overtime, lump sum payment, NDI, IDL, and EIDL).
- F. Unit 15 employees regularly assigned to work between the hours of 6:00 p.m. and 6:00 a.m. shall receive the shift differential for the designated hours during the period of paid leave.

11.14.15 State Special Schools - Ten Month Compensation Agreement (BU 15)

The Special Schools in the Department of Education shall use the following work schedule policy for permanent, full-time Bargaining Unit 15 employees that are scheduled to work a ten (10) month school year.

- A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by State Personnel Board Rule 9) to permanent, full-time Special Schools' employees except when budgetary or program considerations preclude it. Budgetary and program considerations are those which are mandated by the Legislature, Governor, or Superintendent of Public Instruction. This means that these employees may be scheduled either for work, CTO, holiday credits, paid or unpaid leave; so, that when all of these are considered in total for the year each employee at the California School for the Deaf and California School for the Blind receives a minimum annual compensation equivalent to approximately 1,734 hours of the employee's regular (straight-time) rate of pay. Employees at the Diagnostic Schools for Neurologically Handicapped Children will receive a minimum annual compensation equivalent to approximately 1,934 hours of the employees' regular (straight-time) rate of pay based upon their 25 day extended work year. The Special Schools may provide an annual compensation greater than 1,734 hours, (1,934 hours for Diagnostic School for Neurologically Handicapped Children employees) subject to budgetary and program considerations. If an employee chooses not to work, the School's obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly.

During recess periods, the Special Schools may utilize any combination of work, training, vacation, CTO or unpaid leave (including dock.) Priority consideration will be given first to regular work assignments, second to training, and third to work not associated with their normal duties. It is understood by both parties that regular work, work not associated with their normal duties, and training may not be available. Employees may request training that enhances the Special School program.

- B. Employees covered by this Agreement:

May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 15 contract vacation leave provision.

Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods. However, the minimum annual compensation (1,734 or 1,934 hours) shall be reduced by the time utilized.

Sections B. (1) and (2) shall apply to permanent, part-time employees on a pro rata basis.

The seventy (70) hours of vacation leave credit (and pro-rated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.

- C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses. On site and/or offsite training may be made available to Bargaining Unit 15 employees during school break when students are not present. The parties agree to meet and discuss regarding the types of training that will be made available to State Special School employees within ninety (90) days from the date this contract is ratified.
- D. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Agreement are met.
- E. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g., CTO or vacation) or place employees on unpaid leave (including dock). During recesses it is the intent of the Department that all employees covered by this Section shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.
- F. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.
- G. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation, CTO, personal holiday or holiday credit in July and a minimum of two (2) days of work, training, vacation, or CTO in August.

11.15.15 Institutional Worker Supervision Differential

- A. Bargaining Unit 15 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who take the place of civil service employees for a total of 173 hours a pay period shall, subject to the approval of the Department of Personnel Administration, receive a pay differential of \$190.00 per qualifying pay period.
- B. Effective January 1, 2002, the pay differential shall be subject to CalPERS deductions for the purpose of retirement contributions.
- C. The pay differential shall be pro rated for less than full-time employees.
- D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate NDI or lump-sum vacation, sick and extra leave benefits.
- E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus IWSP to compute the appointment rate).

ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

12.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing Department of Personnel Administration rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the maximums. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

1. Rates - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

Breakfast	up to	\$ 6.00	
Lunch	up to	\$10.00	
Dinner	up to	\$18.00	
Incidentals	up to	\$ 6.00	
<hr/>			
Total	up to	\$40.00	(Every full 24 hours of travel)

2. Time Frames - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

- a. On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m. Breakfast may be claimed

Trip begins at or before 11 a.m. Lunch may be claimed

Trip begins at or before 5 p.m. Dinner may be claimed

- b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m. Breakfast may be claimed

Trip ends at or after 2 p.m. Lunch may be claimed

Trip ends at or after 7 p.m. Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

- c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 a.m. Breakfast may be claimed
and ends at or after 9 a.m.:

Travel begins at or before 4 p.m. Dinner may be claimed
and ends at or after 7 p.m.:

If the trip extends overnight, receipted lodging may be claimed.

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.

- B. Lodging: All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

- 1. Regular State Business Travel

- a. Statewide, in all locations not listed in c. below, for receipted lodging while on travel status to conduct State business:

With a lodging receipt: Actual lodging up to \$84 plus applicable taxes.

- b. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus applicable taxes. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to \$110 plus applicable taxes.

2. State Sponsored Conferences or Conventions

For receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging up to \$110 plus applicable taxes.

3. Non-State Sponsored Conferences or Conventions

For receipted lodging while attending non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from the Department of Personnel Administration. The Department of Personnel Administration may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within 50 miles of his/her home or headquarters.

- C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. Full Long-term Travel - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

The employee on full long-term travel who is living at the long-term location may claim either:

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1,130 per calendar month while on the long-term assignment, and actual expenses up to \$10 for meals and incidentals, for each period of twelve (12) to twenty-four

(24) hours and up to \$5 for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or

- Long-term subsistence rates of \$24 for actual meals and incidentals and \$24 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either \$24 for actual meals or \$24 for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12 for actual meals and incidentals and \$12 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either \$12 for actual meals or \$12 for receipted lodging for travel less than twelve (12) hours at the long-term location.
 3. Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change Department of Personnel Administration policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies Department of Personnel Administration policy regarding an employee leaving the LTA location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

- D. Out-of-State Travel: For short-term out-of-State travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-State travel will be reimbursed in accordance with the provisions of long-term travel above.
- E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column (B) of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term out of country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the Department of Personnel Administration.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

- F. Transportation: Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed.
1. Mileage Reimbursement
 - a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed ~~34 cents per mile~~ at the Federal Standard Mileage Rate (FSMR).
 - b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.
 2. Specialized Vehicles – Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim ~~from 34 cents up to 37 cents per mile~~ the FSMR, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.
 3. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the Department of Personnel Administration Rule 599.628.1 and the State Office of Risk and Insurance Management.
 4. Mileage to/From a Common Carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less". If the employee begins travel one (1) hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.
- G. Receipts: Receipts or vouchers shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
 2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
 3. Telephone, telegraph, tax, or other business charges related to State business of \$5 or less.

4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

12.2 Moving and Relocation Expenses

Whenever an employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in Section 12.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

12.3 Parking Rates

- A. For the term of this Contract, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than \$20 per month above the current rate, charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.
- B. The State shall continue a system for employees where parking fees may be paid with pretax dollars.

12.4 Commute Program

- A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of \$65 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.
- B. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of \$65 per month. In lieu of the vanpool rider reimbursement, the State shall provide \$100 per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be

considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for 75 percent (75%) of the cost up to a maximum of \$65 per month or in the case of the primary vanpool driver, the \$100 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

12.5 Transportation Incentives

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
- B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.
- C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

12.6 State Owned Housing

- A. Housing

Annually for the duration of this Contract, current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to 25 percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to \$75 per month, or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market value.
3. Employee rental of State-owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.
4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

B. Utilities

Annually, current utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
 2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
 3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.
- C. Notwithstanding any of the above, the Department of Fish and Game will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.
- D. The Department of Fish and Game is committed to improving the quality of State-owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

This subsection is not subject to the provisions of Article 6 of this Contract.

E. Possessory Interest Taxes – Department of Fish and Game (Unit 11)

1. Reimbursement for Possessory Interest Taxes

The Department of Fish and Game will reimburse Unit 11 employees who occupy department-owned housing for their payment of possessory interest taxes, where assessed. Employees shall follow department procedures for filing claims for reimbursement. The department will not be responsible for any late charges or assessments incurred by the employees due to delinquent payment of the possessory interest taxes.

2. Working Condition Fringe Benefit Exception

- (a) This subsection E(2) shall apply to employees whose residency in State-owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.
- (b) Possessory interest reimbursement provided by the Department of Fish and Game shall not be reported to the State Controller's Office as income subject to taxation and other withholdings when an employee completes required forms and submits them to the Department Fish and Game by the date management specifies. The Department of Fish and Game shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the department for this purpose.
- (c) Employees who had possessory interest reimbursements reported as income during calendar year 2000 shall upon request be reimbursed for the amount they lost because the working condition fringe benefit exception was not

applied. Employee requests for reimbursement shall be made on a form provided by the Department of Fish and Game. Employee requests must be submitted to the Department of Fish and Game no later than June 30, 2002.

- (d) The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.

F. Possessory interest taxes

The parties agree to seek a determination from the Internal Revenue Service about whether State reimbursement of employee paid possessory interest taxes constitutes a taxable reimbursement for employees who live in state owned housing as a condition of employment. The parties shall abide by this determination.

12.7 Overtime Meal Benefits and Allowances - CDCR and CYA

- A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance when required to work two (2) hours contiguous to such a work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. If the cafeteria is closed then reimbursements shall be made pursuant to D.2. below.
- B. Employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.
- C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.
- D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement.

The employee may use the meal ticket as provided in 1. and 2. below:

- 1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a 90-day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2. below;
- 2. Employees requesting reimbursement under this option will receive \$6, regardless of the value assigned to the meal ticket by local management.

3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the \$6 reimbursement for overtime meal allowances earned.
- E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this Article if there is no on-site employee facility which serves hot meals.

12.8 Overtime Meal Allowance

- A. Up to \$8 may be reimbursed for an overtime meal. An overtime meal allowance of up to \$8 will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of 8 hours shall only be eligible for an overtime meal allowance of up to \$8 when required to work two (2) hours contiguous to such a work shift.
- B. Except for Units 14 and 20 no overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

12.9 Damaged or Destroyed Personal Property

In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

~~12.10 Uniform Replacement Allowance~~

- ~~A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed \$450 per year.~~
 - ~~1. Uniform means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.~~
 - ~~2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.~~

- ~~3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one (1) full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.~~
- ~~4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.~~
- ~~5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.~~

~~B. Single Source Vendor~~

- ~~1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorization uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.~~
- ~~2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.~~

12.11 Tools, Business Equipment, Materials and Supplies

- A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees issued State-provided items shall be held responsible for loss of and/or damage due to negligence.

12.12 Professional Dues

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to \$50 per year for membership dues in job-related professional societies or associations of the employee's choice, or for a job-related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

12.13 Reimbursement of Fees

The State agrees to pay the full renewal cost of professional and/or technical licenses, certificates, or credentials which are required as a condition of employment.

12.14.15 Uniform Replacement Allowance (BU 15)

A. ~~Effective January 1, 2002, w~~When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance ~~based on actual costs substantiated with a receipt for an amount not to exceed of~~ \$450 per year.

1. Uniform means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to the section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one (1) full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.
4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.
5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorization uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the

uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

C. California Department of Corrections and Rehabilitation (Adult Programs)

~~In the Department of Corrections eligible Bargaining Unit 15 employees will submit their requests for reimbursement using a Travel Expense Claim (TEC). Employees must attach their receipts with the TEC and also write their appointment date at the bottom of the TEC. TEC's for reimbursable items may be submitted on the first working day in July, but no later than the last working day in September. Employees must file TEC's with their institution accounting office.~~

Effective July 1, 2006, the Department of Corrections and Rehabilitation shall provide Bargaining Unit 15 employees working in the department's adult programs who are required to wear uniforms and accessories with an annual uniform replacement allowance of \$450 per fiscal year. Employees in eligible classifications shall receive their annual uniform replacement allowance by September 1 of each fiscal year or no later than sixty calendar days after the passage of the annual State budget.

1. The uniform for Correctional Supervising Cook/Cook Specialist I/II (CF) Baker I/II and Butcher II (CDC) shall consist of the following items:
 - Shirt, tan, equivalent to Big Mac or Levi's, with Department patch over the left breast pocket
 - Trousers, dark brown, equivalent to Big Mac or Levi's
 - Shoes, must be non-skid brown/black, leather uppers only, plain toe conservatively designed. No buckles or designs on or in leather of any sort. Leather must be of smooth texture. Heels not to exceed 1 1/2 inches in height. Soles must be non-skid type and oil resistant. Military style shoes are acceptable, no cowboy boots or tennis/gym type shoes.
 - Jumpsuit, long/short sleeve solid brown in accordance with Department specifications
 - Tan smock
2. The following items are mandatory accessories:
 - 1 and 3/4" CDC patch on solid brown cap with the Department identification and classification (CSC/Cook Specialist I/II Baker I/II and Butcher II rocker)
 - 1 and 3/4" CDC patch above the left breast pocket with the Department identification
 - Belt, brown/black
 - 1 and 3/4" CDC patch on the left breast on a brown color jacket or coat
 - Key ring holder
 - Whistle
 - Name tag

3. The following items are non-mandatory accessories:
 - Alarm holder
 - Flashlight
4. ~~Based on their appointment date or time base,~~ Within sixty (60) calendar days of appointment, new and eligible employees may ~~Bargaining Unit 15 employees, based on their appointment date or time base shall receive~~ earn a pro-rata amount. All new food service staff will be paid on a prorated basis by month through June 30 of each year (e.g. A new employee whose start date is December 30, will be provided with fifty percent (50%) of the full amount of uniform replacement allowance.) The time an employee may have worked at another institution will count in determining an employee's eligibility for the uniform replacement allowance.

~~The items listed in 1. and 2. above are eligible for reimbursement under the provisions of Section 12.10.~~

D. CYA CDCR (Juvenile Programs) Uniforms-Food Services

1. Employees who work in the following positions are required wear uniforms in lieu of regular street clothing:
 - Correctional Supervising Cook
 - Cook Specialist I and II
 - Baker I and II
 - Food Service Technician I and II
 - Butcher-Meat Cutter II
2. ~~Effective July 1, 2006, The Department of the California Youth Authority (CYA) Department of Corrections and Rehabilitation shall reimburse~~ provide Bargaining Unit 15 employees working in the department's juvenile programs who are required by the State to wear uniforms and accessories an annual uniform replacement allowance of amount not to exceed \$450.00 per fiscal year. ~~The reimbursement shall be handled through the travel expense claim (TEC) process. All Eligible~~ food service staff shall obtain their annual replacement uniform reimbursement by September 1 of each fiscal year or no later than sixty calendar days after passage of the annual State budget. ~~Employees shall provide a detailed accounting of their expenses, including receipts which contain the vendor's name, address, a listing of the items purchased, and unit cost.~~

Within sixty (60) calendar days of appointment, new and eligible Bargaining Unit 15 employees, based on their appointment date or time base, shall receive a pro-rata amount. All new food service staff shall be paid on a prorated basis by month through June 30 of each year (e.g. A new employee whose start date is December 30, will be provided with fifty percent (50%) of the full amount of uniform replacement allowance.) The time an employee may have worked at another institution will count in determining an employee's eligibility for the uniform replacement allowance.

It is understood by the parties that the Department of Corrections and Rehabilitation may be implementing a new design for uniforms worn by employees working in the juvenile programs of the department. Should this occur, the department shall notify SEIU prior to implementing the changes to the uniforms and offer the union the opportunity to meet and confer over the impact of the changes. Unit 15 employees working in the department's juvenile programs will continue to wear their current uniforms until such time as the parties have completed this meet and confer process.

3. Uniforms shall include:

- a. Pants/Slacks: Dark Brown equivalent to Ben Davis/Big Mac/Dickies; and/or it can be made of three of the following fabric blends: 100% Dacron Polyester; 65/35 Dacron/Cotton blend, and/or 100% Cotton.
 - Pockets: The trousers shall be a modified uniform pattern, having a plain front with standard straight side pockets and two back pockets.
- b. Shirt-Long/Short Sleeve: Tan, in color equivalent to Ben Davis/Dickies/Big Mac; it can be made of anyone of the following three fabric blends: 100% Dacron Polyester; 65/35 Dacron/Cotton blend, and/or 100% Cotton. Normal shirts tail for inside wear only. Must be Button shirt.
 - Pockets of shirt: All shirts must contain two pockets.
- c. Caps: Shall be brown and tan or all brown baseball type. Material must be all cotton or a cotton/polyester blend. Seamless front, baseball-cap style with mesh back or cloth back round top with adjustable head size. The cap will be worn in bill-forward position only. Caps will be required to have authorized California Youth Authority Food Service patches sewn on the center front of all caps.
- d. Shoes: Shoes must be brown or black leather uppers only, plain toe conservatively designed. No buckles and only have moderate designs on or in leather of any sort. Leather must be of smooth texture. Heels not to exceed 1 1/2 inches in height. Soles must be non-skid type and oil resistant. Military style shoes are acceptable, no cowboy boots or tennis/gym type shoes.
- e. Jumpsuits (Long/Short Sleeve) (Optional): Jumpsuits material shall be a Dark Brown equivalent to Ben Davis/Big Mac/Dickies; and/or it can be made of the following fabric blends and weights: 100% Dacron Polyester; 65/35 Dacron/Cotton blend, and/or 100% Cotton. The jumpsuit must be a one-piece coverall with a collar, belt loops (optional). The jumpsuit must have the following: two horizontal, plain-front breast pockets with zippered closures; breast pocket zippers; and two hip and front pockets.

The jumpsuit will have the standard California Youth Authority (CYA) shoulder patches.

The jumpsuit will have a sewn-on cloth name plate which will be sewn centered above the right breast pocket. The cloth nameplate shall have gold lettering with a dark brown background. The nameplate shall be 1-inch tall by

5 1/4 inches long, with block-style lettering that is 5/8-inch to 3/4-inch tall. Lettering shall consist of the first initial of the first name, followed by a space, followed by the entire last name, and centered both top and bottom. The name shall not exceed 6 inches in length.

- f. Jacket or Coat: Dark brown uniform type with authorized California Youth Authority Food Service patch on the left shoulder two inches below the sleevehead seam.
- g. Patches: Authorized California Youth Authority Food Service patches will be worn on the left sleeves of all uniforms, jumpsuits, and shirts. The top patch to be two inches below the sleevehead seam and in such a manner that a line bisecting the center of the patch shall be perpendicular to the ground when the garment is worn. To be sewn on garment with colorfast medium brown thread, not cross-stitched. The food managers will provide patches. Patches will also be sewn on the center front of all caps.
- h. Name Tags: Employees will only wear authorized name tags provided by the Food Manager.
 - Position or Job Titles: The lettering size of such title is to be 1/8-inch high. When placed on the nameplate, the grouping of the name and title shall be centered both top to bottom and side to side.
- i. Belts: Belts brown or black shall be worn on pants / slacks and jumpsuits.

~~The items listed above are eligible for reimbursement under the provisions of Section 12.10.~~

E. Department of General Services (DGS) Uniforms

1. Uniform Shirts

The State shall provide eleven (11) required uniform shirts to janitors.

2. Uniform Pants

- a. At worksites where uniform pants are not required, DGS may provide seven (7) uniform pants upon the janitor's request. If provided, the employee shall be required to wear the uniform pants.
- b. In worksites where uniform pants are required, DGS shall provide seven (7) uniform pants to janitors.

3. Uniform Replacement

In accordance with established procedures, where requested by a janitor, DGS shall replace or repair the required uniform if damaged in the line of duty through no fault of the employee.

4. Laundry Service

Laundry service shall be provided, however use of the laundry service will be at the janitor's option.

ARTICLE 13 – CAREER DEVELOPMENT

13.1 Personnel and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.
- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.
- G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal

adverse actions except as defined in applicable Government Code Sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.

- H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

13.2 Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

13.3 Joint Apprenticeship Committee

- A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in Units 1, 4, 11, 14, 15 and 20 where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code Section 3070, et seq.) and pursuant to the following provisions:
 - 1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
 - 2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.
 - 3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the Department of Industrial Relations, Division of Apprenticeship Standards.
 - 4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
 - 5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during Committee meetings.
- B. The State agrees to continue existing apprenticeship programs.

- C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for Unit 1, 4, 11, 14, 15 and 20 occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this Section.
- D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the Department of Industrial Relations, Division of Apprenticeship Standards, to attend any exploratory meeting.

13.4 Performance Appraisal of Permanent Employees

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

13.5.15 Orientation and Safety Training excluding CDC and CYA CDCR (BU 15)

- A. Departments shall provide on-the-job orientation for all Unit 15 employees on his/her first day of physical employment.
- B. Safety training shall be provided within the first month of employment. The intent is to provide sufficient training to ensure that the employee will have the opportunity to perform his/her duties at a satisfactory level and in a safe and efficient manner.

13.6.15 State-Required Training (BU 15)

- A. The State agrees to reimburse Unit 15 employees 100% for expenses incurred as a result of completing training or education courses required by a department. Reimbursement shall be limited to tuition and/or registration fees; cost of course required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with Section 12.1 of this Contract.
- B. Unit 15 employees who are directed to attend a training course required by a department shall be granted reasonable time off without the loss of compensation for courses that are scheduled during their normal working hours.
- C. Unit 15 employees who are directed to attend a training course required by a department during other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.

- D. An employee shall receive reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.

13.7.15 Career-Related Training (BU 15)

- A. Upon completion of an authorized career-related training or education course, a department shall reimburse a Unit 15 employee for up to fifty percent (50%) of course-required books and tuition. Unit 15 employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.
- B. The employee shall receive reimbursement for tuition and books if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.
- C. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 15 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.
- D. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been or are about to be changed substantially or eliminated by automation, technological changes or other management-initiated changes.
- E. By September 1 of each year each department shall provide the Union with a copy of its upward mobility policy. Thereafter, each department shall provide the Union with a copy when its upward mobility policy is changed.
- F. With prior authorization by a department head or designee, the State may reimburse and/or provide an amount of time off without loss of compensation for attendance at upward mobility career related training. Release time without loss of compensation may be for up to 100% of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

~~13.8.15 Unit 15 Joint/Labor Management Committee on Upward Mobility and Career Development (BU 15)~~

- ~~A. The State and the Union agree to establish a Unit 15 Joint Labor/Management Committee on Upward Mobility and Career Development, in which career opportunities are developed and published.~~
- ~~B. The Committee shall consist of twelve (12) members. Six (6) members shall be selected by the State, one each from the Department of Corrections (CDC), Department of General Services (DGS), Department of Developmental Services (DDS), Department of Mental Health (DMH), Employment Development Department (EDD) and the California Youth Authority (CYA). Six (6) members shall be selected by and represent CSEA. In addition, the committee shall be co-chaired by one (1)~~

~~management and one (1) labor representative.~~

~~The function of the committee shall be as follows:~~

- ~~1. Review each department's "Summary of Upward Mobility Report" which include annual goals that include the number of employees expected to progress from positions in low paying occupational groups to entry level technical, professional, and administrative classifications, and the timeframe within which this progress shall occur.~~
 - ~~2. Develop content for a Career Development resource document that includes (but is not limited to) the following items:~~
 - ~~a. How to interview for a job~~
 - ~~b. A Map of the steps in getting a state job and a promotion~~
 - ~~c. Identification of the levels and types of skills needed at different steps in the career ladder~~
 - ~~d. Information on where to find the training and education to build your skills~~
 - ~~e. Links to the career information on state agency internet sites~~
 - ~~f. Templates and guidelines for writing resumes and preparing state applications~~
 - ~~3. Develop a training and development program to provide career advancement opportunities within the Bargaining Unit 15 classifications.~~
 - ~~4. Provide information on available apprenticeship or other training programs, including qualification criteria for acceptance into programs.~~
 - ~~5. Identify the minimum requirements of the various bridging classes that have been identified and develop appropriate training opportunity including cooperative arrangements with college programs.~~
 - ~~6. Develop and plan upward mobility examinations in conjunction with the State Personnel Board.~~
 - ~~7. Develop and initiate a candidate selection and evaluation process.~~
 - ~~8. Develop and initiate a mentoring and coaching plan to provide support, encouragement, guidance and resources.~~
- ~~C. The Committee shall meet no less than on a quarterly basis.~~
- ~~D. The Committee shall develop the scope, set the time-line, and prioritize the activities, etc. Union members on the committee shall be allowed a reasonable amount of time for committee activity without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.~~

13.9.15 CDCR Training (Adult Programs) (BUnit 15)

- A. The California Department of Corrections and Rehabilitation shall provide Unit 15 employees with forty (40) hours non-custody staff training in the In-Service Training (IST) units at their respective institutions. New Unit 15 employees shall be provided with this training within three (3) months of being hired. On the employee's first day of physical employment, on-the-job training will be given on "working in a correctional setting", which shall include Inmate/Staff Relations. Within the employee's first thirty (30) days of employment, the employee will be scheduled to attend "Non-custody" block training. Current Unit 15 employees shall attend training on an on-going basis in equitable ratio to other non-custody employees who have regular direct responsibility for supervising two (2) or more inmates. Attendance in IST training will be based on the availability of funds and space.
- B. Upon the Union's request, each institution shall provide annually to the Union the number of its Unit 15 employees who have completed 40 hours of training.
- C. The California Department of Corrections and Rehabilitation shall provide training in a variety of forums relative to job related topics. The following training components can be used to address the job related issues, but does not limit the Department to use other available training resources as follows: (1) the Centralized Food Services Library; (2) Cook/Chill Training Handbook; (3) Food Services Handbook; (4) Inmate Supervision, Timekeeping and Disciplinary Procedures; (5) Use of Force Procedures; (6) Tool Control Inventory; (7) HACCP Training Manual; and (8) employee self protection training.
- D. Whenever the training program for Unit 15 employees is substantially revised, the Union will be notified and given an opportunity to discuss the changes.
- E. The Union may propose revisions to the training for Unit 15 employees to the Chief of Department Training who will consider this input and notify the ~~CSEA~~ SEIU Local 1000 Civil Service Director of his/her decision in writing within thirty (30) days.
- F. The California Department of Corrections and Rehabilitation shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of his/her own, is unable to attend scheduled training, it shall not be noted in his/her annual performance evaluation.

13.10.15 CYA Training (Juvenile Programs) (BUnit 15)

- A. All new Unit 15 employees will be provided with an orientation handbook and an orientation checklist.
- B. The California Department of ~~the Youth Authority~~ Corrections and Rehabilitation shall provide Unit 15 employees with (40) hours of mandated Support Academy Training at the Youth Authority Training Center or at a designated location within six (6) months of being hired. Attendance at the Academy will be based on a space available basis.

C. The California Department of ~~the Youth Authority's~~ Corrections and Rehabilitation shall provide training at each individual institution in a variety of forums relative to job-related topics. The following are examples of training that can be utilized to address the job-related topics but does not limit the Department to utilize other available training components:

1. Orientation of new staff;
2. Crisis Intervention-Basic;
3. Ward Grievance-DDMS;
4. Infection Control;
5. Institutional Security;
6. Management of Assaultive Behavior-Basic;
- 7) Sexual Harassment;
8. Work Place Violence;
9. Cook/Chill Procedures; and
10. Hazardous Analysis Critical Control Point (HACCP) Procedures.

D. The California Department of ~~the Youth Authority~~ Corrections and Rehabilitation shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of his/her own, cannot attend the scheduled training, it will not reflect as a "needs improvement" or "unsatisfactory" their annual evaluation.

E. STAFF ORIENTATION FLOW CHART

(Page 1)

Employee's Name: _____

~~NRC 033 (NEW 9/97)~~

~~Employee's Supervisor~~

~~Hire Date~~

Civil Service Position: _____

~~The following items must be fully discussed and documented within five business days of employment. The Immediate supervisor or designee is responsible for ensuring that the employee is scheduled with the other staff providing new employee orientation services.~~

~~**Employee must be given Safety Orientation before assuming job duties.**~~

	ORIENTATION SUBJECTS	Employee's Initials	Staff's Initials	Date
I	PERSONNEL <i>Person providing orientation:</i>			
	A. Records, retirement plans, payroll deductions, insurance, fingerprints etc.			
II	IMMEDIATE SUPERVISOR <i>Person providing orientation:</i>			
	A. Job safety, safety equipment, evacuation routes, hazardous materials			
	B. Alarm system (how and when the personal alarm should be used)			
	C. Key, tool, telephone use, and equipment control policy; keys issued			
	D. Emergency Notification Card (and update policy)			
	E. Staff Accountability System and policy			
	F. Time keeping, sick leave, reporting and verification of absences			
	G. Parking, dress code, grooming standards, dress down days, smoking			
	H. Duty statement, performance standards, post orders			
	I. Probation, performance appraisal, progressive discipline			
	J. Ward count policy and procedure (if applicable)			
	K. Business Office: ID Card, phone sys., Incompatible Activ., purchasing			
	L. Accounting Office: check disbursement, travel expenses			
	M. Staff Introductions: administration, section heads, security supervisors			
	N. LAN Manager: Q-Mail password, computer software & Internet policy			
	O. Tour: Control, med/dent, living, school, kitchen, warehouse, maint.			
III	SECURITY (Major or Captain) <i>Person providing orientation:</i>			
	A. Security Operations overview			
IV	TRAINING OFFICER <i>Person providing orientation:</i>			
	A. Issued New Employee Guide			
	B. Orientation to the CYA, YOPB, and NYCRCC – and overview			
	C. Major disturbances and emergencies, hostage policy, <i>hands-off</i> force policy			
	D. Search, contraband, and pager/cell phone policy, personal items policy			
	E. Basic security practices, alternate means for reporting emergent problems			
	F. What to do if you feel you don't have control of your assigned wards			
	G. Ward's Rights and the Disciplinary Decision Making System			
	H. EEO, Sexual Harassment, ADA, non-discrimination policy			
V	HEALTH & SAFETY OFFICER <i>Person providing orientation:</i>			
	A. Health and Safety Program overview, reporting on duty injuries/illness			
	B. IDL, NDI, EAP, designation of personal physician			
	C. Workplace violence, ESAT			

Distribution by: 1) Original to Personnel 2) Training File 3) Supervisor's Work File 4) Employee Supervisor (SEE OVER)

STAFF ORIENTATION FLOW CHART (Page 2)

NRC 033 (NEW 9/97)

	ORIENTATION SUBJECTS	Employee's Initials	Staff's Initials	Date
VI	CHIEF MEDICAL OFFICER <i>Person providing orientation:</i>			
	A. Communicable disease and Bloodborne pathogen overview			
	1. View Infectious Disease Video			
	B. Emergencies, what Medical will and won't do, staff record keeping			
	C. Annual TB testing, policy			
VII	SENIOR PSYCHOLOGIST <i>Person providing orientation:</i>			
	A. Child Abuse Reporting (CAR) Law and form, NYCRC CAR policy			
	B. Suicide Prevention, Assessment, and Response (SPAR) policy			
VIII	SPECIAL REQUIREMENTS (Determined by Supervisor)			
	A.			
	B.			
	C.			
	D.			
	E.			
	F.			
	G.			

NOTES:

I have been orientated to all items listed on this form and have had all my questions answered.

Employee's Signature _____ Date _____ Supervisor's Signature _____

FORM MUST BE COMPLETED FIVE BUSINESS DAYS FOLLOWING APPOINTMENT

13.11.15 Employee Group Meetings (BU 15)

Supervisors shall conduct meetings at least once a month with Unit 15 employees to discuss work-related problems and/or State initiated changes which affect Unit 15 employees and other information which is pertinent to their work performance. Supervisors will accept suggestions from such employees on job improvements and submit the suggestions to their management for consideration.

ARTICLE 14 – CLASSIFICATION

14.1 Classification Changes

- A. When the Department of Personnel Administration (DPA) proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with the Department of Personnel Administration regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the State Personnel Board for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.
- C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the State Personnel Board (SPB) for the non-hearing calendar.
- D. If the parties do not reach an agreement the classification proposal may be submitted to the State Personnel Board.
- E. In the event the State Personnel Board renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

14.2 Out-of-Classification Grievances and Position Allocation Hearing Process

- A. Definitions
 - 1. An employee is working "out of class" when he/she spends a majority (i.e., more than 50 percent [50%]) of his/her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment.

Duties that are appropriately assigned to incumbents in the employee's current classification are not out of class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California State Personnel Board specification.

Training and Development assignments are not out-of-class work.
 - 2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.

3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out of class.

B. Authorization and Rate of Pay

1. Notwithstanding Government Code Sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to 120 calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:
 - a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
 - b. Cannot feasibly be met through use of other civil service or administrative alternatives.
2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.
3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to Title 2 California Code of Regulations Sections 599.673, 599.674, or 599.676 if appointed to the higher classification.
4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

1. The grievance and arbitration procedure described in subsection D. below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the Department of Personnel Administration referenced in Government Code Section 19818.16 or the State Victims Compensation and Government Claims Board.
2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code Sections 19818.6 and 19818.20.
3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.
4. The only remedy that shall be available (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one (1) year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.

5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.
2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance may be filed on a form provided by the State within:
 - a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or
 - b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that he/she stopped working out of classification or his/her position became misallocated.

However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in Item B. above.

3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in Article 6.
 4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.
 5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the Department of Personnel Administration.
 6. The Director of the Department of Personnel Administration or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
 7. If the grievance is not resolved by the Department of Personnel Administration, the Union shall have the right to submit the grievance to arbitration in accordance with Article 6, Section 6.11.
 8. Article 6, Section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.
- E. The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure Section 1286.2 et seq.
- F. The parties agree to support legislation to amend Government Code Section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.

1. Government Code Section 19818.8 (a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by Section 19050.8.
2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

14.3 Classification/Pay Data

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for Units 1, 4, 11, 14, 15 and 20 rank-and-file employees.

14.4 Duty Statements, Post Orders, and Work Instructions

- A. An employee, shall be provided with a current duty statement for his/her position within fifteen (15) calendar days of his/her request. Duty statements must comply with the State Personnel Board job classification specifications.
- B. Post orders in CDC and work instructions in CYA will be provided where applicable.
- C. Duty statements, post orders, and work instructions shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, his/her duty statement shall be reviewed, and if necessary, updated to reflect his/her current duties.
- D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements, post orders, and work instructions for review, and may make recommendations for changes to the appointing authority or designee.
- E. The parties recognize that post orders in CDC and work instructions in CYA are not grievable or arbitrable.
- F. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent if appropriate.

14.5 Automation and New Technology

The State shall endeavor to notify the Union 180 days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

14.6 Job Announcements

When a department posts a job announcement for which two classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees

The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

14.8 Contracting Out

A. Purpose

~~The union has presented evidence that State departments are presently contracting out work appropriately done by Unit 1, 4, 11, 14, 15 and 20 employees, and that said contracting results in unnecessary additional costs to the State. Thus, t~~The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by bargaining unit Unit 1, 4, 11, 14, 15 and 20 employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by state departments.

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit Unit 1, 4, 11, 14, 15 and 20 employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide ~~CSEA's~~ Union designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit Unit 1, 4, 11, 14, 15 and 20 class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide ~~CSEA's~~ the Union designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed but no less than five (5) business days thereafter provided the contract is/will be for services found in bargaining unit Unit 1, 4, 11, 14, 15 and 20 class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(1 ~~2~~).

3. The purpose of this subsection (C) is to provide ~~CSEA~~ the union with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with ~~CSEA~~ the union for this purpose, if requested by the union ~~CSEA~~.

D. ~~Labor/Management Committee~~ To Review of Personal Service Contracts In Existence

- ~~1. A State Joint labor/management committee shall be established. It shall consist of representatives of CSEA, the Department of Personnel Administration, the Department of Finance and affected departments. The first meeting of this committee shall occur no later than 10 working days from ratification of the MOU, and shall be for purposes of determining the procedures by which the committee will operate. An initial review of all currently existing contracts as requested by the committee shall be completed within six (6) months from ratification of this agreement. However, if this deadline cannot be met due to the number or complexity of existing contracts for review, the committee may mutually agree to extend this deadline.~~
1. 2. Upon request of the union ~~committee (or either party on the committee)~~ each department shall submit copies of any or all personal services contracts that call for services found in bargaining unit ~~Unit 1, 4, 11, 14, 15 and 20~~ class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than 21 calendar days following the request by the union ~~joint labor/management committee~~, or longer if approved by the union and the department ~~committee~~. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in bargaining unit ~~Unit 1, 4, 11, 14, 15 and 20~~ class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit ~~Unit 1, 4, 11, 14, 15 and 20~~. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the union ~~committee~~ with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit ~~Unit 1, 4, 11, 14, 15 and 20~~ class specifications. Costing information provided to the committee for protected contracts shall include total personnel costs for personnel services found in ~~Unit 1, 4, 11, 14, 15 and 20~~ classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.
2. 3. Within 10 workdays after receipt of the personal service contracts and associated documents as provided for in paragraph D (1 2) above, the union and the ~~department~~ committee shall begin reviewing the contracts. The union and the ~~department~~ committee shall examine the contracts based on the purpose of this

section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the union and the department committee will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the union and the department committee. ~~Committee determinations regarding contracts let by the Department of Corrections shall be subject to the restrictions set forth in subsection F below.~~

- ~~3.~~ 4. The union and the department committee will continue to meet as necessary to examine personal services contracts which have been let.
- ~~4.~~ 5. If savings are generated by the termination of personal service contracts under this provision, it is the intent of the State to implement findings agreements of the union and the department committee for utilization of said savings. Such findings agreements may include:
 - a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit Unit 1, 4, 11, 14, 15 and 20 employees.
 - b. Enabling the employment of bargaining unit Unit 1, 4, 11, 14, 15 and 20 employees for services currently performed by contractors;
 - c. Enabling of the conversion to bargaining unit Unit 1, 4, 11, 14, 15 and 20 civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the State Personnel Board.
 - d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives.
 - e. Such other purposes as may be mutually agreed upon ~~by the joint labor/management committee.~~

E. Displacement Avoidance

1. The objective of this subsection is to ensure that bargaining unit Unit 1, 4, 11, 14, 15 and 20 employees have preference over contract employees consistent with, but not limited to the following principles.
 - a. The duties at issue are consistent with the bargaining unit Unit 1, 4, 11, 14, 15 and 20 employee's classification;
 - b. The bargaining unit Unit 1, 4, 11, 14, 15 and 20 employee is qualified to perform the job; and,
 - c. There is no disruption in services.

2. To avoid or mitigate bargaining unit Unit 1, 4, 11, 14, 15 and 20 employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the union and the department joint labor/management committee that reviews personal services contracts determines that the terms and purpose of the contract permit the State to assign the work to a bargaining unit Unit 1, 4, 11, 14, 15 and 20 employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union CSEA shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit Unit 1, 4, 11, 14, 15 and 20 employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section Section 12.2 Moving/Relocation of the parties' collective bargaining agreement.

~~F. Department of Corrections~~

- ~~1. This section shall not be applicable to the Department of Corrections until such time as it has been approved by the Federal court special master(s). Nothing in this section shall be interpreted or applied in such a manner as to interfere with Federal court orders, the authority of the Federal court or the authority of the special masters.~~
- ~~2. The Department of Corrections shall present this section to the special master(s) immediately in writing upon ratification of this agreement. The parties agree to make themselves immediately available to meet with the special master, on a schedule determined by the special master.~~
- ~~3. No contract for services by the Department of Corrections shall be prohibited, modified, restricted or terminated by virtue of this memorandum of understanding or by operation of the joint labor management committee established by this memorandum of understanding without approval of the Special Masters in Madrid v. Alameida et al (as it pertains to contracts effecting Pelican Bay State Prison), and/or the Special Master in the Coleman litigation (as it pertains to contracts effecting Coleman class members), and/or counsel for the parties in the Plata litigation or the Plata court (as it pertains to contracts effecting medical care for Plata class members).~~
- ~~4. If this section is not approved by the special master the parties agree to reopen negotiations for the purpose of agreeing on an alternative contracting out provision, with the goal of satisfying the concerns of the Federal court and CSEA.~~

F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

G. Relationship Between This Section And Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

ARTICLE 15 – TRANSFER

15.1.15 Appeal of Involuntary Transfer

- A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.
- B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.
- C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.
- D. Employees, who are unwilling to accept the geographical transfer required by their current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, or voluntary retirement or resignation. Such employees who meet the Department of Personnel Administration, State Restriction of Appointments (SROA) definition, shall be considered surplus. The department head or designee shall make job opportunity bulletins and materials available to all eligible surplus employees. Eligible surplus employees shall be permitted to apply and compete for vacant positions of their current class or other classes to which he/she can transfer, pursuant to the SROA Process. Article 16 shall govern employee rights and appeals under these conditions.
- E. With prior supervisory approval, employees shall be allowed a reasonable amount of State paid time to participate in employment interviews associated with the efforts described in paragraph D. above.
- F. When a department has two or more employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change his/her residence consideration shall be given for the affected employee's seniority in accordance with Government Code Section 19994.2.
- G. Joint Labor/Management Committee (BU 15)

In the event that it becomes necessary for a department to involuntarily transfer five (5) or more employees in Bargaining Unit 15 covered by this agreement, the State and the Union will form a Joint Labor/Management Committee to address the affects of such transfer, including but not limited to the following issues:

1. Job placement assistance at the worksite to provide advice, counsel and placement of employees.
2. Available vacancies in other departments in employees' current classifications or other classes to which they can transfer.
3. Publication and dissemination of job opportunity bulletins.
4. Reasonable amount of State paid release time for employees to participate in employment interviews associated with the efforts described above.

The committee shall have equal number of representatives from the State and the Union and shall convene within no less than sixty (60) calendar days of the effective date of the involuntary transfer and shall be provided a reasonable amount of State paid release time to meet with affected employees at the workplace to discuss employees' rights and options in accordance with Government Code, and the Contract.

H. Change In Work Location (BU 15)

The State's intent is to provide a Unit 15 employee with thirty (30) calendar days, but in no case shall the State provide less than fifteen (15) calendar days notice of a permanent change in their work location when the change is made at other than the employee's request. Unit 15 employee will be given the reasons in writing.

An employee can submit a written request to change his/her work location. The department shall respond in writing no later than fifteen (15) calendar days of the request. Requests shall not be unreasonably denied.

15.2 Hardship Transfer

The State and the Union recognize the importance of hardship transfers as a way of dealing with Work and Family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code Section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level.

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable Department of Personnel Administration laws and rules.

A department shall provide in writing the reason(s) for the inability to grant the transfer.

This section is not subject to the grievance and arbitration procedure of this Contract.

15.3.15 Post and Bid Procedure for Vacant Positions (BU 15)

A. Post and Bid Procedure for Vacant Positions – DGS

KEY DEFINITIONS

Vacancy: A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding. Post and Bid shall be implemented in local management units that have full-time employees in the same class and where a variety of work schedules (days off, shifts, etc.) exist.

Permanent full-time status employee: A full time employee who has successfully passed probation in their current classification in the Department of General Services.

Post and Bid Request form: The written request form provided by respective DGS offices and completed by the permanent full time status employee requesting to be reassigned to any statewide local management unit position/assignment in their current classification. Request must be submitted during the annual 30-calendar day open period, October 1 through October 31. Requests shall be kept on file for 12 months, or until an employee is placed under these provisions.

Local Management Unit-DGS: Management units that meet the Unit 15 Post and Bid criteria are the following work locations:

Fresno	Sacramento	San Jose
Los Angeles/Van Nuys	San Bernardino/Riverside	Santa Ana
Oakland	San Diego	Santa Rosa
Redding	San Francisco	Stockton

Seniority: Seniority is determined by permanent full time status employees with the greatest amount of continuous statewide seniority in class. In the event of a tie in the seniority scores, the tie shall be broken using (1) total statewide service seniority; (2) departmental seniority; (3) by lot.

Seniority Post and Bid Lists: The local management unit lists of employees who have submitted a Post and Bid Request form, compiled in seniority order by the Office of Human Resources, in accordance with the Unit 15 MOU provisions. Unless otherwise noted, this must be used by management to fill a vacancy before other hiring options are initiated. Once an employee is placed in a bidded position, the employee's name will be removed from all Post and Bid lists for the bidding year. If a bidder declines an offer they will be removed from that local management unit Post and Bid list for the bidding year. See Special Considerations/Exclusions. Seniority lists shall be developed within 60 working days following the closing of the filing period and shall be posted in the local work locations for one month immediately following the open bidding period. Once this list is available it shall be provided

annually, on a computer disk to the ~~CSEA~~ SEIU Headquarters, Civil Service Administrator.

SPECIAL CONSIDERATIONS/EXCLUSIONS

Promotion - Management has the option to use a civil service list in lieu of these Post and Bid provisions to promote Bargaining Unit 15 employees only after the Post and Bid process has been used.

Mandatory Placement - These Post and Bid provisions do not apply when management chooses to retain a Limited Term or TAU by a permanent appointment or, when an employee must be placed by mandatory reinstatement, promotion in place, changing a permanent intermittent employee to permanent full time, placement of an employee subject to layoff, State Restriction of Appointments/Surplus lists, proper placement (i.e. reasonable accommodation), limited light duty, or other clearly articulated operational reasons including client demands.

Requisite Skills and Abilities - Employees placed under the Post and Bid provisions must possess the requisite knowledge, skills, aptitude and abilities of the position to perform at an acceptable level. If an employee lacks the position requisites, the supervisor will notify the employee. Training may be made available if an employee requests to be trained in other work functions within their assigned facility; such requests shall not be unreasonably denied.

Discipline/Substandard Review - Management is not required to consider an employee who has a sustained formal disciplinary action or received an overall substandard performance review within the last 12 months.

Security/Safety or Other Reasons - These Post and Bid provisions do not preclude management from transferring or assigning employees for verifiable security, safety, or clearly articulated operational reasons. Prior to initiating such actions, the Labor Relations Office should be contacted.

Shift Changes with no vacancy - Post and Bid does not apply when there is no vacancy and internal permanent or temporary shift changes are initiated. Such placement of employees will be done based on operational needs (i.e. client demands) and in accordance with Unit 15 provisions, ~~16.4 Work Assignment and 20.3 Change in Shift Assignment~~. Prior to initiating such actions, the Labor Relations Office should be contacted.

Security Clearance - For those facilities that require an employee background security clearance, the most senior qualified bidder will be selected.

Post and Bid Acceptance - Employee offered a bid position has a maximum of 3 work days in which to accept or reject a job offer unless a longer period is agreed to by the hiring supervisor. If an employee requests or is reassigned temporarily to different work, this does not negate the position they accepted through these Post and Bid procedures.

New Regional Offices - When new Regional Offices are established, DGS shall advertise and accept applications from employees statewide. In accordance with these procedures, the most senior qualified employee shall be selected. If there are no qualified bidders, DGS may fill the positions by other valid hiring means.

DGS will provide a quarterly report to the ~~CSEA~~ SEIU Headquarters, Civil Service Administrator indicating the number of placements by category.

EMPLOYEE PROCEDURES

Permanent full time Unit 15 employees who wish to be considered for a position or shift assignment vacancy, in their current classification, must submit a **Post and Bid Reassignment/Transfer Request form**. This form must be submitted during the annual 30 calendar day open period, October 1 through October 31 to their supervisor, or forwarded to Post and Bid, R 15, DGS-Office of Human Resources, Personnel Operations, P.O. Box 989052, West Sacramento, CA 95798-9052. Reassignment/transfer forms shall be kept on file for 12 months, or until an employee is placed under these provisions. This form is available in the Outlook, Office of Human Resources' Public Folder under Human Resources Memorandums, or from management.

Request form must include the employee's current permanent classification, work address and phone number, current work week/shift/hours, current supervisor's name and phone number. It also must clearly identify if the request is for a reassignment and/or transfer to different shift, or workweek within the local management unit, or to another local management unit. Bidders will be contacted only for the local management unit, shifts and workweeks they have requested. Employees may submit several preferences. In the event that the employee is on leave when a position becomes vacant, the request form must also designate an alternate person to contact. The contact person must have full authority on behalf of the employee to accept or decline a position. If there is no contact person or, the contact person is not available or willing to accept or decline the position it shall be considered a waiver and the next most senior person on the list shall be offered the position.

The Office of Human Resources will notify employees who do not meet the Post and Bid MOU provisions.

When a local management unit position becomes available, management will contact the most senior employee with a request form on file.

Employee selected for a bidded position has a maximum of 3 work days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period.

Employees should contact their supervisor to resolve discrepancies in seniority scores.

MANAGEMENT PROCEDURES

Annual 30 calendar day open period (October 1 through October 31) for employees to submit post and bid request form. Employees shall be informed that their requests must be submitted to Post and Bid, R 15, DGS Office of Human Resources, Personnel Operations, P.O. Box 989052, West Sacramento, CA 95798. When receiving any of these requests, please date stamp the requests and forward them to Post and Bid, R 15, DGS Office of Human Resources, Personnel Operations, P.O. Box 989052, West Sacramento, CA 95798. All requests shall be kept on file for 12 months, or until an employee is placed under these provisions. OHR will provide

managers with a copy of reassignment/transfer requests within their management unit.

Office submits a Request for Personnel Action (RPA) along with the Job Opportunity Bulletin (JOB). The JOB must include the starting/ending working days of the workweek, the shift (days, evenings or nights), and starting/ending working hours. Under the "Selection Criteria" on the JOB, the following language must be included "This position is subject to the Post & Bid requirements for Bargaining Unit 15".

OHR Personnel Operations will determine seniority based on personnel records. The name of the Post & Bid candidate(s) will be provided to the hiring office once the Request for Personnel Action (RPA) has been approved.

Management has the option of contacting multiple bidders if the contact indicates the employee's seniority and, unless otherwise provided for under Special Consideration/Exclusions, must offer the position to person with the greatest amount of seniority who indicates a willingness to accept the position.

Management has the right to review the employee's official personnel file prior to offering the position to the most senior bidder in accordance with these Post and Bid procedures.

Once a position is filled management shall post, in the local management unit, the name of the individual selected.

PRIOR TO FILLING ANY UNIT 15 VACANCIES OR SHIFT ASSIGNMENTS, contact your OHR Personnel Analyst. Your OHR Personnel Analyst will assist you in filling vacancies in compliance with the Post & Bid Provisions.

The following are the steps that will be followed.

1. Ensure that there are no mandatory placement obligations in accordance with these provisions, IF NONE-
2. Fill vacancy with request of qualified employee with most seniority at local management unit, IF NONE-
3. Option to fill vacancy by promoting within using valid civil service employment list, IF NONE-
4. Management may fill vacancy using any appropriate hiring process (certification process, transfers or reinstatement, etc.).
5. Note: These provisions shall not contravene employee rights to mandatory reinstatement or placement subject to the layoff provisions of this contract.
6. Employees selected through the Post and Bid shall have a maximum of 3 work days in which to accept or reject a job offer unless the hiring supervisor agrees a longer period to. OHR Personnel Operations will coordinate/work closely with hiring supervisor.

B. Post and Bid Procedure for Vacant Positions – DDS

Implementation and Applicability

The provisions of this section will be implemented the first pay period following ratification by the Legislature and the union and shall apply to Unit 15 positions in the Department of Developmental Services. The provisions will apply to those Unit 15 classifications where there exists 10 or more Unit 15 employees in a Department of Developmental Services facility and shall be used to allow employees to change positions in the same classification, time base and tenure within that facility.

Vacant Positions

As management determines that positions in designated Unit 15 classifications become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting.

At least 70% of internal reassignments shall be posted.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State.

Posted Positions

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each developmental center's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

- Identification posting number
- Level of position
- Program and unit (or ward) or other assignment
- Shift
- Days off or rotation pattern and cycle
- Time base
- Deadline for bid submittal
- Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification, time base and tenure as specified on the posted notice.

Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. In the case of ties in seniority, the tie shall be broken by lot. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to thirty (30) calendar days after the posting of notice. If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios.

Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position. If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend. Positions shall not be altered unless the need to alter the position is substantiated by management.

Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this Section.

Denial of Bid

Employees who have formal adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored.

Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the Executive Director or designee is required prior to such denial.

Employees who receive yearly evaluations where at least 50% rating factors are rated standard or above shall retain their right to hold a bid position. If not, the employee may lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one (1) successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

Limits on Bid

An employee may not make more than one successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician.

Nepotism

An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

- If such bid or position creates a nepotistic situation, notice must be given to the Union.
- Representatives of the union and the State shall meet and review the situation
- Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days
- Nothing in this subsection shall prohibit the employee and/or the union from filing a grievance.

Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

At each developmental center, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. The Post and Bid Administrator shall ensure that a listing of all Unit 15 employees and his/her seniority is posted at the work site. Upon request, the Post and Bid Administrator shall

forward a copy of this listing to CSEA. In addition, upon request, the Post and Bid administrator shall meet periodically with CSEA representatives for the purpose of reviewing compliance with the Post and Bid provision.

For purposes of this Agreement, "seniority" is defined as one point for each qualifying month of full-time State service. This seniority definition is the same seniority as used to determine an employee's vacation accrual.

At each developmental center, the union shall designate a Unit 15 rank and file employee to be the local contact for post and bid matters.

The Post and Bid administrator designated by management will notify the union designated local contact of which positions are being filled as management discretion positions.

C. Post and Bid Correctional Supervising Cook, CDCR (Adult Programs)

There shall be eighty percent (80%) of the qualifying Correctional Supervising Cook (CSC) post assignments in California Department of Corrections and Rehabilitation (CDCR) allotted according to seniority at each institution having ~~ten (10)~~ three (3) or more permanent full time posted CSC positions.

1. PURPOSE AND OBJECTIVES

This procedure outlines CDC's purpose, goals and objectives in how post assignments shall be accomplished.

2. RESPONSIBILITY

The Appointing Authority shall have overall responsibility for the implementation and maintenance of this procedure.

The Appointing Authority or the Appointing Authority's designee will ensure compliance through the Correctional Food Manager and a local Joint Labor/Management Committee (JLMC). The JLMC shall consist of an equal number of management and union representatives. The union representative shall be job stewards provided that the job stewards are from the Correctional Supervising Cook classification.

3. METHODS

POST and BID PROGRAM

All post bids will be processed based on the employee's established seniority and availability of assignments. There shall be eighty percent (80%) of the qualifying CSC post assignments allotted on each shift according to seniority at each institution, having ten (10) or more budgeted CSC positions. The specific posts that comprise the eighty percent (80%) and the twenty percent (20%) will be established by the JLMC. Such determinations must be made not later than the first Monday in August. The preferred posts will be distributed among the work areas, watches and RDOs in the same proportion as their percentage of the total number of qualifying posts. Posts that cannot be agreed upon by the JLMC will be resolved by the Appointing Authority.

For the purpose of determining assignments on each shift, those institutions comprised of multi-facilities will be considered as one entity.

Management retains the right to determine individual duties assigned to posts.

Seniority will be determined by total seniority working in the classification of CSC. Any ties will be resolved by comparing total state service, then by lot.

CONTINUOUS BID PROCESS

The purpose of the continuous bid process will be to fill vacancies that occur throughout the bid period.

ELIGIBILITY

Participation in the Post and Bid program is limited to eligible employees. An eligible employee:

Must be a permanent full-time CSC, probationary employees are excluded and may be assigned to any vacant position after the bid positions have been filled.

Must be permanently assigned to and working at the institution. There shall be no inter-institution bidding on post assignments.

Employees who laterally transfer on or before the second Friday in August will be permitted to participate in the bid process.

In order to participate and maintain rights and privileges in this section, the employee must maintain an overall acceptable performance rating during the entire bid period.

In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance concerns, in writing, which support the below standard rating for the performance evaluation. Additionally, the performance concerns must have been discussed with the employee prior to issuance of the performance evaluation.

In order to participate and maintain rights, privileges and remain eligible for post and bid, the employee must be free from formal adverse personnel actions in the twelve months preceding the open bid ending on first Friday in September. The final decision to exclude an employee from bidding will be made by the Appointing Authority and the employee will be notified of such decision in writing.

An otherwise eligible employee absent from the worksite during the bid process for such reasons as EIDL, NDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the bid process. Employees who are successful in obtaining their bid must assume the post within sixty (60) calendar days of posting of the bid results. Until such time as the employee assumes the post, the post will temporarily revert to management.

In the event the employee is unable to assume the post within sixty (60) calendar days, upon his/her return, the employee will be placed in an assignment at management's discretion. The post will be subject to the continuous bid process.

4. IMPLEMENTATION

The last Monday in August, every year, is the open bid period for those employees who are eligible and wish to participate in the Post and Bid Program. The Correctional Food Manager shall post an updated post assignment schedule, current position orders and CSC seniority roster no later than the second Friday in August.

All approved bid request forms must be completed for post preference and submitted to the Correctional Food Manager no later than close of business by the first Friday in September. Bid request forms shall be date-stamped to verify receipt. Employees may bid for multiple posts.

Unless otherwise contested by the last Friday in August, an employee's seniority, as initially posted shall determine the employee's placement in the Post and Bid Program. The final post assignments will be posted by the Correctional Food Manager on the third Friday in September and become effective the first Monday in October. Except in 2003, the bid process will be suspended for no more than thirty (30) calendar days after the ratification of the Contract by both parties.

In those institutions with twenty (20) or more CSC positions, a position designated for a Unit 15 District Bargaining Unit Representative (DBUR) will be determined by the local JLMC. The DBUR position will be counted in the eighty percent (80%) seniority positions. Any additional seniority positions will be posted and all employees will be given the opportunity to re-bid.

An employee may voluntarily withdraw from participation in the Post and Bid by submitting a written request to the Food Manager. The employee who withdraws from Preferred Post Program participation will be assigned a post at management's discretion after the bid positions have been filled. The vacated post will be subject to the continuous bid process.

Provided that there becomes a vacant position in the Union's 80% during the time period, an employee may participate in the continuous once per quarter.

Failure on the part of an employee to submit a post preference shall result in a no-preference indicated (NPI) for the employee for that open bid process. The employee will be assigned a post at management's discretion, but may participate in the continuous bid process.

Eligible employees who are not assigned to any Post, because of insufficient seniority during the open bid period, will be placed in a vacant position at management's discretion and become part of the continuous bid process.

Post(s) that do not receive a bid will become part of the continuous bid process.

Employees who have been removed from a Preferred Post as a result of a correction to a seniority date or due to management error will be eligible for the continuous bid process.

Employees who laterally transfer after the second Friday in August will be precluded from the open bid process but may participate in the continuous bid process.

Eighty percent (80%) of all posts will be filled on a seniority basis on each watch and if possible, in each work area. Management at each institution will calculate this number. For example, if there are twenty-seven (27) CSC posts then twenty two (22) posts would be eligible for bid. If there are thirty-three (33) SCI posts then twenty-six (26) posts would be eligible for bid. The break point will be .6 of the total number of qualifying posts.

5. District Bargaining Unit Representative (DBUR)

Upon the Union's request, the DBUR shall be placed in the designated position. If the DBUR loses office, he/she shall remain in the position unless he/she obtains another position through the continuous bid process, or until the next open bid process, at which time the new DBUR will be placed in the designated position.

6. MAINTENANCE

The following steps will be adhered to regarding maintenance of the system after the initial or continuous Preferred Post assignments have been made.

Absences from the employee's post assignment generated by management decision, including special assignments, acting assignments, etc. will not preclude the employee's return to the assignment.

An employee may be removed from his/her post after receiving a copy of his/her final substandard performance evaluation. The decision to remove the employee from his/her post must be approved by the Appointing Authority or designee on a case-by-case basis. The employee will be permitted to bid in the subsequent bid period. The vacated post will be subject to the continuous bid process.

An employee may be temporarily removed from his/her post pending a personnel investigation/EEO investigation, but will be assigned to a shift with substantially similar start/stop times. Once the investigation has been concluded and the charges have not been substantiated, the employee will be returned to his/her post.

An employee may be removed from his/her post upon the effective date of an adverse action related to job performance (upon the conclusion of the Skelley hearing process and/or time frames associated with that process). The employee shall be excluded from participating in the subsequent bid period.

Posts that become vacant to transfers, promotions, etc. will be subject to the continuous bid process. Posts that are not filled through the continuous bid process will revert to management control.

~~Once an employee has held the same post for one consecutive bid, the employee shall be entitled to rebid to that same post for only one subsequent bid period. The employee cannot bid to that same post until after one subsequent bid period has elapsed.~~

7. CONTINUOUS PROCESS

Statement of Purpose

The purpose of the continuous bid process will be to fill vacancies that occur throughout the bid period. The continuous bid process allows eligible employees to participated in bidding on posts that were not filled in the initial bidding process or as posts are vacated.

Implementation

Vacant posts assignments will be posted on the first Monday of each month, after a post has been determined by management to be vacant. Any eligible employee will be allowed to bid including those already in a post, provided they have not participated the continuous bid process during that quarter. The posting and bid "window" will be a minimum of ten (10) calendar days, with no bids being accepted after the close of business on the second Friday after the initial posting.

All job changes will have an effective date of not more than twenty one (21) calendar days from the date of the posting results.

Vacant posts for seniority positions which are not filled through the continuous bid process will be filled by management through any appropriate means available. The vacant post will become a neutral position and will not count against either party's 80/20 position counts. Once the neutral position has been committed to a staff member, that employee will have the right to stay in the position for 90 days before it will be available for the continuous bid process again.

Management reserves the right to fill vacant posts by hire, transfer, promotion or any other method allowed by the State Civil Service System.

Maintenance

The maintenance of the continuous bid process will adhere to Maintenance Section as specified previously.

8. CONTESTED SENIORITY DATES:

An employee alleging seniority scores computed in error shall submit his/her complaint to the JLMC within five (5) days of seniority scores being published. The JLMC third level shall be the final level of review.

Errors in favor of the employee will result in the adjustment of the employee's seniority date. The replaced employee will be eligible for the continuous bid process.

Placement of an employee in a Preferred Post assignment due to the discovery and correction of a seniority date computed in error shall not be grievable by the employee being replaced.

9. DISPUTES

All disputes concerning the post and bid system that are not resolved at the local level shall be directed to the CDCR headquarters' Joint Labor/Management Committee for final resolution. The Committee shall be the final level of review. The Committee shall be comprised of an equal number of representatives of three

persons appointed by ~~CSEA~~ SEIU and CDCR respectively. Disputes will be resolved by majority vote.

D. Post and Bid Procedure for Vacant Positions – DMH

Post and Bid shall apply to classifications with 10 or more positions at a given DMH facility.

Positions filled by hire, transfer, promotion or other methods allowed by the State Civil Service System are not subject to the Post & Bid process described below.

Eligible Positions: Positions (as defined in 20.11) filled through internal reassignments shall be filled pursuant to the following Post and Bid process;

As positions become available or vacant they shall be reviewed by the State to determine whether the position will be posted or filled without posting.

At least 80% of internal reassignments shall be posted.

Posted Positions- Positions shall be posted in a prominent location designated by each facility. In addition, these positions may be advertised in each hospital's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

- Identification posting number
- Level of position
- Work location (as defined by each facility)
- Shift
- Deadline for bid submittal
- Location where bid is to be submitted

Each notice shall remain posted for no less than ten (10) calendar days, excluding week-ends and holiday.

Bidding – employees who bid on multiple positions at any one time shall list them in priority order. Employees may bid on the posted position by filling out a bid form provide by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the location designated on the bid form, a copy to the union and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, current work location and business telephone number. The form must be dated and signed by the employee.

Posted positions shall be available for bid only to those employees at the facility in the civil service classification and the time base specified on the posted notice.

DMH shall provide a seniority list of employees in BU 15 classifications on the second Monday of January and July each year. These lists shall be posted in each work location at the facility and a copy provided to ~~CSEA~~ SEIU. The seniority system used shall be the same as that used to determine vacation accrual.

Limits on Bid - An employee may not make more than one successful bid each twelve (12) months. The exceptions are: 1) if an employee's bid position is altered and the employee elects not to stay in the position, or 2) if an employee is granted a bid under the provisions below. Exceptions to this limitation may be granted, but shall not be subject to the grievance procedure. Employees on probationary status shall not be eligible to bid on posted positions.

Assignments – Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. For the purposes of this section, seniority shall be the same as that used to determine vacation accrual (i.e., as used for vacation scheduling). If two employees with the same amount of seniority bid on the same position, ties shall be broken as follows: 1) seniority in class; (2) departmental seniority; (3) by lot. The eligible bidding employee will be transferred to the assigned bid position. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to thirty (30) calendar days after the closing of posting.

Neutral Positions – If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's posting ratios or the 80/20 position count (A.,2.). These positions may be filled through any appropriate means available. If the position is filled or committed within ninety (90) days of withdrawal of posting, it shall not count in either party's posting ratios or the 80/20 position count and shall be designated as a "neutral" position.

Deletions and Changes – If a bid position is deleted or altered because of coverage or other legitimate operational needs, the employee in that position shall be notified in writing. If an employee desires to remain in an altered position, s/he shall notify management of that desire within five (5) calendar days and shall remain in that altered position. If the employee does not desire to remain in the altered position, s/he may bid on any vacant posted positions. The employee shall remain in the altered position until such time as s/he successfully bids or applies for a new position.

A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

Temporary Assignments – If an employee in a post and bid position must be reassigned to meet a temporary operational need, the post and bid criteria will not be considered as altered

Denial of Bid

Employees who have a sustained, formal adverse action taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months from the date of the action or a period consistent with the terms of a Stipulated Agreement resulting from the adverse action if such position or bid is meaningfully related to the cause of action.

Employees who are charged with wrongdoing, which may also be grounds for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action.

If the employee is exonerated from the adverse action or the wrongdoing, his/her right to bid and/or hold positions shall be restored.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months from the date of the evaluation. If an evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored. The denial of the right to hold and/or bid for a position shall be subject for review in three (3) months.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State.

Management may deny a bid that is submitted by an employee who is not ready, willing and able to report to duty on the date the position is to be assigned.

Vacation Schedules – Pre-approved vacations are subject to approval by the supervisor of the bidden position. Approval shall not be unreasonably denied. Upon the employee's request, denials shall be in writing.

Nepotism – No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy. If awarding of the bid, or the position creates a nepotistic situation and is in violation of the DMH Policy the bid will be denied. The Union and the employee will be notified within five (5) business days of the denial.

Meet and Discuss – Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

Administration – At each facility the Department shall designate an official who shall be responsible for the administration of the Post and Bid provision.

Accounting – Each facility shall provide to ~~CSEA~~ SEIU a report describing the post and bid activity during each quarter of the fiscal year.

E. Post & Bid Procedure for Vacant Positions Department of Veterans Affairs (DVA)

KEY DEFINITIONS

Vacancy: A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding. Post and Bid shall be implemented in DVA Veterans Homes, where a variety of work schedules (days off, shifts, etc.) exist.

Permanent full-time status employee: A full time employee who has successfully passed probation in his current classification in the Department of Veterans Affairs.

Post and Bid Request form: The written request form provided by the Department of Veterans Affairs and completed by the permanent full time status employee requesting to be reassigned within the Veterans Home in his/her current classification. Requests shall be kept on file until an employee is placed under these provisions.

Seniority: Seniority is determined by permanent full time employees with the greatest amount of seniority in the class of the vacancy. In case of a tie the following criteria based on seniority order shall be used in sequence until the tie is broken:

1. At the facility
2. In CDVA
3. State Service
4. Draw of Lots

Seniority Post and Bid Lists: The Veterans Home Personnel Office compiles a list of employees who have submitted a Post and Bid Request form, in seniority order. Unless otherwise noted, this must be used by management to fill a vacancy before other hiring options are initiated. Once an employee is placed in a bidden position, the successful employee will not be eligible to bid on another position for one year. See special Considerations/Exclusions. DVA shall provide a seniority list of employees in Unit 15 classifications on July 3 and January 3 each year. These shall be posted in the local work locations. This information will be provided on a computer disk to the CSEA SEIU Civil Service Division Director.

SPECIAL CONSIDERATIONS/EXCLUSIONS

Promotion- Management has the option to use a civil service list in lieu of these Post and Bid provisions to promote Bargaining Unit 15 employees only after the Post and Bid process has been used.

Mandatory Placement- These Post and Bid provisions do not apply when an employee must be placed after a TAU or Limited Term appointment in lieu of permanent appointment, by mandatory reinstatement, promotion in place, changing a permanent intermittent employee to permanent full time, placement of an employee subject to layoff, State Restriction of Appointment/Surplus lists, proper placement (i.e. reasonable accommodation), limited light duty, or other operational reasons.

Requisite Skills and Abilities- Employees placed under the Post and Bid provisions must possess the requisite knowledge, skills, aptitude and abilities of the position to perform at an acceptable level. If an employee lacks the position requisites, the supervisor will notify the employee. Training shall be made available if an employee requests to be trained in other work functions within their assigned facility.

Discipline/Substandard Review- Management is not required to consider an employee who has a sustained formal disciplinary action or received an overall substandard performance review within the last 12 months.

Security/Safety or Other Reasons- These Post and Bid provisions do not preclude management from transferring or assigning employees for verifiable security, safety, or other reasons. Prior to initiating such actions, the local Personnel Office should be contacted.

Shift Changes with no Vacancy- Post and Bid does not apply when there is no vacancy and internal permanent or temporary shift changes are initiated. Such placement of employees will be done based on operational needs (i.e. client demands) and in accordance with Unit 15 provisions, ~~16.4 Work Assignment and 20.3 Change in Shift Assignment~~. Prior to initiating such actions, the Personnel Officer at the Veterans Home shall be contacted.

Post and Bid Acceptance- Employee offered a bidded position has a maximum of 3 days in which to accept or reject a job offer unless a longer period is agreed to by the hiring supervisor. If an employee requests or is reassigned temporarily to different work, this does not negate the position they accepted through these Post and Bid procedures.

Nepotism- The existing Department's policy on Nepotism shall be in effect for Post and Bid.

EMPLOYEE PROCEDURES

Permanent full time employees who wish to be considered for a position or shift assignment vacancy, in their current classification, must submit a Post and Bid Reassignment/Transfer Request form. Reassignment/transfer forms shall be kept on file until the employee is placed under these provisions. This form is available from the hiring supervisor or in the Personnel Office.

Request form must include the employee's current permanent classification, work address and phone number, current work week/shift/hours, and current supervisor's name and phone number. It also must clearly identify if the request is for a reassignment/transfer to different shift, or work week. Bidders will be contacted only for the assignments, shifts and workweeks they have requested. The Personnel Office will notify employees who do not meet the Post and Bid MOU provisions, in writing, to their home address, on file with the Personnel Office.

When a position becomes available, the hiring supervisor will contact the most senior employee with a request form on file.

Employee selected for a bidded position has a maximum of 3 days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period.

Employees should contact their supervisor to resolve discrepancies in seniority scores.

VETERAN'S HOME PROCEDURES

Employees shall be informed that their requests must be submitted to the hiring supervisor. All requests shall be date stamped and kept on file until an employee is placed under these provisions. Personnel Services will provide managers with a copy of reassignments/transfer requests to their management unit.

Office submits a Request for Personnel Action (RPA) along with the Job Opportunity Bulletin (JOB). The JOB must include the starting/ending working days of the workweek, the shift (days, evenings or nights), and starting/ending working hours. Under the "Selection Criteria" on the JOB, the following language should be included "This position is subject to the Post and Bid requirements for Bargaining Unit 15".

Personnel Services will determine seniority based on personnel records. The name of the Post and Bid candidate(s) will be provided to the hiring office once the Request for Personnel Action (RPA) has been approved.

Management has the right to review the employee's official personnel file prior to offering the position to the most senior bidder in accordance with these Post and Bid procedures.

Once a position is filled management shall post, at the Home, the name of the individual selected.

PRIOR TO FILLING ANY UNIT 15 VACANCIES OR SHIFT ASSIGNMENTS, contact your Personnel Analyst. Your Personnel Analyst will assist you in filling vacancies in compliance with the Post and Bid Provisions.

Steps to follow when filling Vacancies:

- Ensure that there are no mandatory placement obligations in accordance with these provisions, IF NONE-
- Fill vacancy with request of qualified employee with most seniority, IF NONE-
- Option to fill vacancy by promoting within using valid civil service employment list, IF NONE-
- Management may fill vacancy using any appropriate hiring process (certification process, transfers or reinstatement, etc.).
- Note: These provisions shall not contravene employee rights to mandatory reinstatement or placement subject to the layoff provisions of this contract.
- Employees selected through the Post and Bid shall have a maximum of 3 days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period. Personnel Services will coordinate/work closely with hiring supervisor.

**F. POST AND BID – ~~DEPARTMENT OF CALIFORNIA YOUTH AUTHORITY (CYA)~~
California Department of Corrections And Rehabilitation (Juvenile Programs)**

Personnel Preferred Post Assignment (PPPA)

With the exclusion of Mountain Camps and Correctional Treatment Centers, PPPA for Unit 15 employees shall be implemented only when an institution has ~~5~~ 3 or more full-time and half-time budgeted positions in the same job classification and where a variety of work schedules (days off, shifts, etc.) exist. Post and Bid shall apply only for employees in each institution to change positions in the same class, tenure and time base.

PPPA shall apply to qualifying Cook Specialist Is, Cook Specialist IIs and Correctional Supervising Cooks who are employed on a full time basis and where there are 5 3 or more full-time employees in the same classification. A separate PPPA shall apply to Cook Specialist Is when an institution has 5 3 or more half time employees. There shall be eighty percent (80%) of the qualifying Cook Specialist I or Cook Specialist II or Correctional Supervising Cook post assignments at each institution assigned by seniority. The break point will be .6 of the total number of qualifying posts. For example: 11 jobs (80% = 8.8; 20% = 2.2). Therefore, two (2) jobs will be management positions, nine (9) jobs will be PPPA.

A local Joint Labor Management Committee (JLMC) at each facility consisting of six members, three (3) of whom shall be selected by and represent management, and three (3) of whom shall be Unit 15 members, selected by and representing CSEA SEIU shall have overall responsibility for the implementation and maintenance of this procedure.

ELIGIBILITY

Participation in the PPPA system is limited to eligible employees. An eligible employee:

- Must be a full-time or half-time Cook Specialist I or Cook Specialist II or Correctional Supervising Cook.
- Seniority scores are determined based upon State service. Seniority ties are broken by Department service, then by seniority in classification.
- Must be permanently assigned to the institution. Eligible employees may participate only in their institution's PPPAs. There shall be no inter-institution bidding assignments.
- In order to participate and maintain the rights and privileges defined throughout this procedure, the employee must maintain a satisfactory level of performance during the entire bid period.
- In order for a substandard performance evaluation to be applicable under this procedure it must clearly substantiate the performance concerns, in writing, which support the below standard rating in the performance category. Additionally, the performance concerns must have been discussed with the employee prior to issuance of the performance evaluation.
- An otherwise eligible employee absent from the worksite during the bid process for such reasons as NDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the PPPA bid process. Employees who are successful in obtaining a bid post must assume duties of such post within one hundred twenty (120) calendar days of posting of the bid results. Until such time as the employee occupies the post, it temporarily reverts to management.
- In the event the employee is unable to assume the duties within the one hundred twenty (120) calendar days, the employee will be placed in a post at management's discretion. After the one hundred twenty (120) days, the PPPA will be posted.

- Failure of the employee to complete a PPPA bid will result in placing the employee in a post, at management's discretion.

IMPLEMENTATION

The effective date for implementation for new post assignments based on the bid results will be completed within 90 days after ratification of the Unit 15 Contract and remain in effect for one year at which time re-bid will occur each January thereafter.

Within thirty (30) days after the ratification of the Unit 15 Contract, no later than sixty (60) days when mutually agreed upon, the local JLMC shall meet to mutually select the 80/20 post assignments.

The initial bid process and any annual bid process will be as follows:

- The seniority bid process will begin at 0800 hours and end at 1900 hours on a date mutually agreed to by the local union representative and the local management.
- On the bidding day, an employee may place a bid or waive the bid, in seniority order, by one of the following process:
- Meet with the Management Representative and CSEA SEIU Representative at the bidding time in the Food Services Department.
- The employee may place a bid or waive in person and sign the appropriate form, which will also be signed by the CSEA SEIU Representative and the Management Representative.

Or

- The employee may call a designated telephone number in the Food Services Department during his/her assigned bidding time and place the bid through the CSEA SEIU Representative.
- Should the bid or waiver be done by telephone, the employee must state the choice and post, to the CSEA SEIU Representative and the Management Representative. When they confirm that they heard the same message, they will both sign the appropriate form. The employee will sign the form the next time he/she is in the institution.
- Place the bid by proxy, through the CSEA SEIU Representative, by filling out the proxy form and submitting it to a CSEA SEIU Representative, prior to his/her bid time. Should the bid or waiver be done by proxy, the CSEA SEIU Representative will place the bid or waiver. The interpretation of the employee's proxy is the sole responsibility of the CSEA SEIU Representative.
- The CSEA SEIU Representative and the Management Representative will both sign the appropriate form. The employee will sign the form at his/her next time in the institution.
- Should the employee not place his/her bid during the assigned time, by any of the procedures detailed above, the employee will be considered to have waived his/her bid.

Each time a seniority bid is exercised, the listing of Posts designated for seniority bid posted outside of the Food Services Department bidding room will be changed to indicate shifts that are no longer available.

The following rules apply to the exercise of the right to bid:

- By successfully bidding for a Post, an employee will not be eligible to bid again for a twelve (12) month period.
- If an employee waives his/her bid, he/she will be placed in a position at the discretion of management.
- By waiving the bid, the employee is eligible to bid as seniority bid Post vacancies are announced.
- Management may fill it's 20% prior to the first bid.

Or

At the conclusion of the bid process, management will fill any vacant or bid management assignments. This will be done in one of two ways as follows:

- Management may offer a management assignment to any individual who has successfully bid a Post. The individual may choose to accept or decline the Management offer. Should an offer be accepted, and a seniority bid Post is vacated, the Post will be available for bid, in seniority order, by any individual who has not exercised his/her bid previously in the process.
- Management will fill any remaining management assignment Post, and any seniority bid Posts that were not bid on, with individuals who waived their bids.
- Any seniority bid Posts that were not bid on, and filled by management, will be re-posted for bid every 90 days (e.g. April, July, October, and January).

A listing of all Cook Specialist Is, Cook Specialist IIs and Correctional Supervising Cooks indicating the final result of the bid process will be published and distributed to within two work days of the bidding day.

Management shall have the discretion to review and redesignate the selected Post assignments. Management retains the right to determine individual duties assigned to positions. Nothing in this agreement shall diminish management's right to carry out departmental goals and objectives or interfere with management's right to meet operational need in making Post assignments. The aforesaid will not be done in an arbitrary or capricious manner.

After the initial bid process is completed, vacant positions will revert to management positions.

The local JLMC shall meet to resolve any disputes concerning the post and bid system within 15 workdays of the request.

TEN PERCENT RULE (But no less than one full-time position)

This section does NOT apply to those employees subject to adverse action or substandard performance appraisals.

In those instances when it becomes apparent an employee does not possess the knowledge, skills, aptitude, or ability to perform at an acceptable standard in the PPPA to which the employee has bid, a job change memorandum documenting the reasons for reassignment will be prepared by the immediate supervisor and attached to a job change request.

This document must be approved by the employee's second line supervisor and section manager prior to being forwarded to the Food Manager. The approved job change memorandum shall be maintained by the Food Manager and filed in accordance with existing procedures regarding the archiving of all other job change requests and the employee shall be provided a copy of the job change memorandum. Management may then reassign the employee as follows:

- The reassignment must be completed within sixty (60) days of the date the employee assumed assignment to the post. The time an employee is absent from the post is not counted toward the sixty (60) days.
- The number of these reassignments may not exceed ten percent (10%) of the total PPPA count based on seniority. The Food Manager shall be responsible for maintaining an accurate count of reassignments made under the Ten Percent Rule.
- In the event assignment changes are necessary (within the ten percent [10%] factor allowed), the person being moved from that assignment shall be given a job change into an assignment with the same RDOs and substantially similar start and stop times for the remainder of the bid period.
- If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the JLMC. This grievance must be heard, and a written response provided, by the JLMC within fourteen (14) calendar days. The grievance may not be appealed beyond the JLMC. The filing of a grievance shall not postpone any such removal.

MAINTENANCE

An employee may not remain in a bid or managemnt assignment for more than two consecutive years.

After the initial PPPAs have been made, the following steps will be adhered to regarding maintenance of the process:

- Short-term absences of not more than one hundred twenty (120) calendar days from the employee's PPPA, including special assignments, and acting assignments, will not preclude the employee's return to the PPPA.
- If the absence was more than one hundred twenty (120) calendar days, the Appointing Authority may authorize an employee's return to the PPPA if the absence was due to management.
- An employee exceeding the one hundred twenty (120) calendar day limit for any other reason will be assigned at management's discretion.

- After one hundred twenty (120) days, all vacated PPPAs, under this section, will be posted.
- When an employee will exceed the one hundred twenty (120) day period to assume their selected PPPA, the employee will be allowed to appeal directly to the Appointing Authority for an extension of the one hundred twenty (120) day period. If the employee can demonstrate that the absence is based upon extenuating circumstances, such as a serious medical condition, the appointing authority may extend the one hundred twenty (120) day period up to one (1) year. Should the Appointing Authority grant the employee's appeal, the PPPA will revert to management until the employee assumes the post. If the employee fails to assume the post prior to the end of the extension, the position will be posted.
- If a PPPA becomes vacant, the position will be posted.

An employee may not be removed from a PPPA based upon the issuance of a WID.

An employee may be temporarily removed from a PPPA pending a personnel investigation/EEO investigation, but will attempt to assign to substantially similar start/stop times and RDOs. Once the investigation has been concluded and if the charges have not been substantiated, the employees may be returned to their PPPA.

Any PPPA not bid during the bid day by an eligible employee shall be rebid every 90 days.

With the exception of the above listed criteria, once an employee has successfully been assigned to a PPPA, the employee may only be moved involuntary for cause. As used in this context, cause is restraining orders, workplace violence situations, etc. NOT interpreted as adverse in nature or substandard for purposes of a performance appraisal. The supervisor must document the specific reasons for removing the employee from the PPPA and provide a copy to the employee. The employee must then be placed in a management post with the same RDOs and substantially similar start/stop times. The vacated PPPA will revert to management for assignment purposes until the next bid period. The displaced employee will remain in the management post until the next bid period. If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the Appointing Authority. This grievance must be heard, and a written response provided, by the Appointing Authority within fourteen (14) calendar days. The grievance may not be appealed beyond the Appointing Authority. The grievance shall not postpone any such removal for cause.

If an employee is to be removed from a PPPA, as a result of an adverse action, the removal will be upon the effective date of the adverse action related to job performance (upon the conclusion of the Skelly hearing process and/or time frames associated with that process). Such movement will be to the same shift without regard to RDOs or start/stop times. The vacated PPPA will be posted. The Appointing Authority may exclude the employee from bidding to a specific assignment area in the next bid period.

An employee may be removed from the PPPA upon receipt of the final copy of a substandard performance evaluation. Such movement will be to a post with substantially similar start/stop times. The vacated PPPA will revert to management until the next open bid period. Removal of the employee must be approved by the Appointing Authority on a case-by-case basis. The employee will be permitted to bid in the subsequent bid period.

All disputes concerning PPPA issues can be grieved within twenty-one (21) calendar days of notification, directly to the local JLMC. The grievance must be heard, and a written response provided by the local JLMC within fourteen (14) calendar days. If the Union is not satisfied with the response from the local JLMC, the grievance may be appealed to the CYA CDCR Headquarters' JLMC within twenty one (21) calendar days. The grievance may not be appealed beyond the CYA CDCR headquarters. Disputes will be resolved by majority vote.

G. Post and Bid -- California Science Center (CSC)

~~Within sixty (60) calendar days of the ratification of this Agreement, representatives of the California Science Center, Department of Personnel Administration (DPA) and up to three (3) Unit 15 employees designated by the Union shall meet for the purpose of negotiating a Post and Bid procedure for the California Science Center.~~

~~The Unit 15 employees designated by the Union shall participate in these negotiations without loss of compensation and may be assisted by the professional staff of the Union.~~

The CSC management shall select thirty percent (30%) of the established Janitor positions (filled or unfilled) and thirty percent (30%) of the established Lead Janitor positions (filled or unfilled) which shall be excluded from the post and bid process and filled by other appropriate means.

The remaining seventy percent (70%) of the established Janitor positions (filled or unfilled) and remaining seventy percent (70%) of the established Lead Janitor positions (filled or unfilled) shall be filled in accordance with the post and bid process for shift assignments as described below.

PURPOSE AND OBJECTIVES

This procedure outlines the purpose, goals and objectives in how shift assignments shall be made.

1. RESPONSIBILITY

The appointing authority shall have overall responsibility for implementation and maintenance of this procedure.

The appointing authority or the appointing authority's designee will consider input and recommendations from the Joint Labor Management committee (JLMC).

The JLMC shall consist of an equal number of management and union representatives (all constituents eligible). The union representatives may be job stewards provided that the job stewards are from the Janitor or Lead Janitor classifications.

2. METHODS

All bids will be processed based on an eligible employee's established seniority and shift availability.

For the purpose of determining assignments on each work shift, those facilities comprised of multi-facilities will be considered as one entity.

Management retains the right to determine individual duties assigned to shift assignments.

Seniority will be determined by the total seniority working in the classification. Ties will be resolved by comparing total state service. Employees with identical totals will then be resolved by lot.

The post and bid process will be used whenever the Science Center management decides to fill existing or new eligible position vacancies or management determines it is necessary to reconfigure the shift assignments of eligible positions.

3. ELIGIBILITY

Eligibility to participate in the Post and Bid program is defined as follows:

An employee must be a permanent full-time Janitor or Lead Janitor. Probationary employees are excluded and will be assigned to any vacant shift assignment after all bid shift assignments have been filled.

An employee must be permanently assigned to and working for the Science Center.

Employees who laterally transfer to the Science Center will be permitted to participate in the Bid process after thirty (30) calendar days.

An otherwise eligible employee absent from the worksite for such reasons as EIDL, NSDI, Workers' Compensation, leave of absences, annual military leave, etc., may participate in the bid process.

Employees who are successful in obtaining their bid must assume their shift assignment within sixty (60) calendar days of posting the bid results. Until such time as the employee assumes the shift assignment, the assignment temporarily reverts to management. If the employee is unable to assume the shift assignment within the sixty (60) calendar days, the assignment will be granted to the next most senior eligible bidder.

In order to participate and maintain rights and privileges in this bid process, the employee must maintain an overall acceptable performance rating and not be on an attendance restriction during the entire bid period.

In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance and/or poor attendance concerns in writing.

In order to participate and maintain rights, privileges and remain eligible for post and bid, the employee must be free from formal adverse personnel actions in the twelve (12) months preceding the submission of a bid. The

final decision to exclude and employee from bidding will be made by the appointing authority and the employee shall be notified in writing.

An employee may be removed from his/her shift assignment after receiving a copy of his/her substandard performance evaluation. The decision to remove an employee from his/her shift assignment must be approved by the appointing authority or designee on a case-by-case basis. The vacated shift assignment will be subject to the post and bid process. If the employee does not receive a substandard performance evaluation within the next twelve (12) months, he/she will again be eligible to participate in the post and bid process.

An employee may be removed from his/her shift assignment upon the effective date of an adverse action (upon the conclusion of the Skelly hearing process).

4. IMPLEMENTATION

Eligible employees may submit bid requests, on a form provided by management, to the appointing authority or designee. Upon receipt, the bid request form will be date stamped and the employee will be given a copy for his/her records. The original bid request form will remain on file until the employee's bid request has been granted or until the employee rescinds it in writing.

Whenever the Science Center management decides to fill an eligible position vacancy, the assignment will be posted for a minimum of ten (10) calendar days at a work site(s) location accessible to all eligible employees. No bids for the posted position will be accepted after the close of business on the second Friday after the initial bid posting.

The most senior eligible employee with a timely bid on file will be offered the posted position. If this person declines the position, it shall be offered to the next most senior eligible employee with a timely bid on file and this order shall continue until the position is accepted by an eligible employee with a timely bid on file.

If all eligible employees with a timely bid on file decline the position, or if no bids for the position are received, it shall be filled by other appropriate means until it becomes vacant again.

No later than the fourth Monday after the initial bid position, the results of the post and bid will be published and a copy provided to all eligible employees with a timely bid on file.

5. ERRORS

An employee alleging seniority scores computed in error, or any other error in regard to his/her eligibility, shall submit his/her complaint to the CSC Human Resources Department as soon as he/she becomes aware of such error, but in no case later than five (5) calendar days after the post and bid results have been published.

Errors in favor of the employee will result in necessary adjustment(s). Placement of an employee in the posted assignment due to the discovery and correction of an error shall not be grievable by the employee being replaced.

Employees who have been removed from a bid assignment as a result of a correction to a seniority date or due to management error will be eligible to submit another bid.

6. DISPUTE RESOLUTION

All disputes concerning these post an bid procedures tha are not resolved by management shall be direction to the JLMC for final resolution and shall not be subject to the grievance and arbitration procedure contained in the Unit 15 contract. The JLMC shall be the final level of review. JLMC members who are also Science Center employees shall participate on the Committee without loss of compensation.

15.4.15 Work Assignment or Shift Changes (BU 15)

A. Unit 15 employees who are not covered by a Post and Bid Agreement and who request a work assignment or shift change not involving a geographic relocation shall submit a written request to the facility/program management or designee. When the employer determines that a vacancy in the requested work assignment or shift is available, employees with written requests on file shall be considered and the decision to grant or deny the request shall only be based on the following factors:

- Permanent status;
- The needs of the students, clients, patients, wards, inmates, etc;
- Skills and abilities;
- Needs of the facility, including security and safety;
- Staffing requirements;
- Satisfactory performance and attendance;
- Seniority.

Such requests shall not be unreasonably denied and all written requests shall remain on file until granted or withdrawn by the employee.

B. If two or more employees request the same assignment or shift and meet the above qualifications, the most senior employee will be granted the position.

15.5.15 Employee Opportunity Transfers for Bargaining Unit 15

A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.

- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:
 - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.
- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.
- D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

15.6.15 Light/Limited Duty Assignments

- A. As part of a Return-To-Work Program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment. If an employee makes a request, the State shall endeavor to initiate a light/limited duty assignment.
- B. Limited duty assignments will be administered in accordance with all the following criteria:
 - 1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
 - 2. When and where the State determines that the assignment provides needed services;
 - 3. When the employee can satisfactorily perform the work;
 - 4. When there is a prognosis for improvement of the illness or injury;
 - 5. Maintaining safety shall be prime consideration prior to assigning a light limited duty.
- C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B. (1) through (5) above.

- D. The State may make alternative assignments, retrain employees, or may, follow the requirements of the Government Code.
- E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.
- F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of Reasonable Accommodation as prescribed by the State Personnel Board. Nothing in this Section shall be construed to contravene the State Personnel Board's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract, but may be appealed to the State Personnel Board, the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission.

ARTICLE 16 – LAYOFF

16.1 Layoff and Reemployment

- A. Application. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may lay off employees pursuant to this section.
- B. Order of Layoff. Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Personnel Administration rules.
- C. Notice. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.
- D. Grievance and Arbitration. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.
- E. Transfer or Demotion in Lieu of Layoff. The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Personnel Administration rules. If an employee refuses a transfer or demotion, the employee shall be laid off.
- F. Reemployment. In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or sub-divisional reemployment lists in accordance with Section 19056 of the Government Code.
- G. State Service Credit for Layoff Purposes. In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code Section 19997.6.

- H. Departmental Vacancies. Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current State Restriction of Appointment procedures.
- I. Employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidation Omnibus Reconciliation Act (COBRA).

16.2 Reducing the Adverse Effects of Layoff

Whenever the State determines it necessary to lay off employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

16.3 Alternative to Layoff

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

16.4 Military Installations

The State agrees to notify the Union at such time as the State becomes aware of federal government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

16.5 Layoff Employee Assistance Program

Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

ARTICLE 17 – RETIREMENT

17.1 First Tier Retirement Formula (2% @ 55)

- A. The Union and the State agree to participate in the First-Tier retirement plan as prescribed by law.
- B. The table below lists the current First Tier age/benefit factors.

AGE AT RETIREMENT	CURRENT FACTORS
50	1.100
51	1.280
52	1.460
53	1.640
54	1.820
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250
60	2.313
61	2.375
62	2.438
63 and over	2.500

- C. There are factors for attained quarter ages, such as 52 $\frac{3}{4}$. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved factors also apply to past service that is credited under the First Tier and the Modified First Tier.
- D. The amount of member contributions required of employees covered under these factors continues to be five percent (5%) of monthly compensation in excess of \$513.

Miscellaneous and industrial members in the First Tier retirement or the Alternate Retirement Plan (ARP) subject to social security shall contribute five percent (5%) of monthly compensation in excess of \$513 for retirement. Miscellaneous and industrial

members in the First Tier retirement or the ARP plan not subject to social security shall contribute six percent (6%) of monthly compensation in excess of \$317 for retirement.

New employees hired on or after January 1, 2007, will, after completion of participation in the Alternate Retirement Program, be subjected to the 2% @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the 2% @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve consecutive months of employment.

The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new Miscellaneous and Industrial Members hired on or after January 1, 2007, inclusive of those in the Alternate Retirement plan.

Three-year Average Pay for Calculating Retirement Benefits

For State Employees Hired on or After January 1, 2007

20037.7. (a) Notwithstanding Sections 20035 and 20037, final compensation for a person who becomes a state member of the system on or after January 1, 2007, and is represented by State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21, means the highest average annual compensation earnable by the member during the consecutive 36-month period immediately preceding the effective date of his or her retirement, or the date of his or her last separation from state service if earlier, or during any other period of 36 consecutive months during his or her state membership that the member designated on the application for retirement.

(b) This section applies to service credit accrued while a member of State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21.

(c) This section does not apply to:

(1) Former state employees who return to state employment on or after January 1, 2007.

(2) State employees hired prior to January 1, 2007, who were subject to Section 20281.5 during the first 24 months of state employment.

(3) State employees hired prior to January 1, 2007, who become subject to representation by State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21 on or after January 1, 2007.

(4) State employees on an approved leave of absence who return to active employment on or after January 1, 2007.

17.2 Second-Tier Retirement Plan

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

17.3 Employee Retirement Contribution Reduction for Miscellaneous Members

If the Board of Administration of the California Public Employees Retirement System (CalPERS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:

- A. ~~Effective the first of the pay period following approval by the CalPERS Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:~~
 - ~~Employees who are miscellaneous and/or industrial members of the first tier plan, and who are subject to Social Security under the CalPERS, shall have their employee retirement contribution rate reduced to zero.~~
 - ~~Employees who are miscellaneous and/or industrial members of the first tier plan, and who are not subject to Social Security under the CalPERS, shall have their employee retirement contribution rate reduced from 6% of compensation in excess of three hundred seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred seventeen (\$317) dollars each month.~~
- B. ~~After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~
- C. ~~The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001, communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001, and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.~~

17.4 Employee Retirement Contribution Reduction for Safety Members State Safety Retirement

The Union and the State agree to participate in the First-Tier retirement plan as prescribed by law.

The table below lists the current First Tier age/benefit factors.

<u>AGE AT RETIREMENT</u>	<u>CURRENT FACTORS</u>
<u>50</u>	<u>1.700</u>
<u>51</u>	<u>1.800</u>
<u>52</u>	<u>1.900</u>
<u>53</u>	<u>2.000</u>
<u>54</u>	<u>2.225</u>
<u>55 and over</u>	<u>2.500</u>

There are factors for attained quarter ages, such as 52 ¾. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved factors also apply to past service that is credited under the State Safety retirement category.

The amount of member contributions required of employees covered under these factors continues to be six percent (6%) of monthly compensation in excess of \$317.

State safety members shall contribute six percent (6%) of monthly compensation in excess of \$317 for retirement.

New employees hired on or after January 1, 2007, will, be subject to the 2.5% @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the 2.5% @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve consecutive months of employment.

The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new State Safety members hired on or after January 1, 2007.

~~If the Board of Administration of the California Public Employees Retirement System (CalPERS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:~~

- ~~A. Effective the first of the pay period following approval by the CalPERS Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:~~
- ~~• Employees who are safety members (2.5% at 55) under the CalPERS, shall have their employee retirement contribution rate reduced from 6% of monthly compensation in excess of three hundred seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred seventeen (\$317) dollars each month.~~

- ~~B. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~
- ~~C. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001, communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001, and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.~~

Three-year Average Pay for Calculating Retirement Benefits

For State Employees Hired on or After January 1, 2007

20037.7. (a) Notwithstanding Sections 20035 and 20037, final compensation for a person who becomes a state member of the system on or after January 1, 2007, and is represented by State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21, means the highest average annual compensation earnable by the member during the consecutive 36-month period immediately preceding the effective date of his or her retirement, or the date of his or her last separation from state service if earlier, or during any other period of 36 consecutive months during his or her state membership that the member designated on the application for retirement.

(b) This section applies to service credit accrued while a member of State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21.

(c) This section does not apply to:

(1) Former state employees who return to state employment on or after January 1, 2007.

(2) State employees hired prior to January 1, 2007, who were subject to Section 20281.5 during the first 24 months of state employment.

(3) State employees hired prior to January 1, 2007, who become subject to representation by State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21 on or after January 1, 2007.

(4) State employees on an approved leave of absence who return to active employment on or after January 1, 2007.

17.5 Employee Retirement Contribution Reduction for STRS Members

~~If the Teachers' Retirement Board of the State Teachers' Retirement System (STRS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:~~

- ~~A. Effective the first of the pay period following approval by the CalPERS Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:
 - ~~Employees who are members of the State STRS shall have their employee retirement contribution rate reduced to from 8% of monthly compensation each month to 3.0% of compensation dollars each month.~~~~
- ~~B. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~
- ~~C. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001, communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001, and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.~~

17.6 Employer-Paid Employee Retirement Contributions

The State and the Union agree to continue the January 28, 1985, agreement regarding the Internal Revenue Service ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this Contract.

17.7 1959 Survivor's Benefits - Fifth Level

- ~~A. Employees in Units 1, 4, 11, 14, 15 and 20 who are members of the Public Employee's Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.~~

- B. Pursuant to Government Code section 21581(c) ~~the~~ the contribution for employees covered under this new level of benefits will be \$2 per month as long as the combined employee and employer cost for this program is \$4 per month or less per covered member. If the total cost of this program exceeds \$4 per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the PERS board.
- C. The survivor's benefits are detailed in the following schedule:
1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse \$1,800.
 2. A spouse with one eligible child, or two eligible children not in the care of the spouse \$1,500.
 3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age ~~62~~ 60 \$750.
 - 4.

17.8 Enhanced Industrial Retirement

Eligible employees shall be covered by Government Code Section 20047 "Enhanced Industrial Disability Retirement."

17.9.15 Safety Retirement Studies (BU 15)

The Union agrees to the provisions of Government Code Sections 19816.20 and 20405.1. The State shall conduct studies on the feasibility of safety retirement for the following classes at the following hospitals and copies of these studies shall be provided to the Union no later than ~~eighteen (18) months~~ six (6) months after ratification of this Contract by the membership:

Department of Developmental Services:

Porterville Developmental Center:

Cook <u>Specialist I</u>	DJ40	2185
Cook <u>Specialist II</u>	DJ30	2184
Housekeeper	DD20	2043

Department of Mental Health (Atascadero State Hospital/Metropolitan State Hospital/Napa State Hospital/Patton State Hospital/Vacaville Psychiatric Facility)

Cook <u>Specialist I</u>	DJ40	2185
Cook <u>Specialist II</u>	DJ30	2184
Food Service Worker <u>Technician I</u>	DK60	2194
Food Service Worker <u>Technician II</u>	DK50	2193
Janitor <u>Custodian</u>	DC40	2011

17.X State Disability Insurance (SDI)

A. Beginning April 1, 2006, all employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:

1. Employees eligible for SDI benefits are those who ~~become disabled due to a non-work related illness or injury of the employee or the employee's family member, or the birth, adoption, or foster care placement of a new child, as are defined by Section 2601, et seq. of the California Unemployment Insurance Code; such as, an employee disabled due to a non-work related illness or injury of the employee, the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child.~~

2. ~~The State of California shall begin employee payroll deductions for the SDI program from all employees effective October 1, 2005. The State will continue the current NDI program within the current contract until March 31, 2006 for employees that are eligible for SDI benefits beginning April 1, 2006. The State will continue to provide NDI and ENDI benefits within the current contract up to June 30, 2006 if an employee is not eligible for SDI benefits. After June 30, 2006, the State will cease coverage under the NDI program (regular and enhanced benefit levels). Eligible employees covered under the SDI program shall receive benefits pursuant to Section 2655 of the California Unemployment Insurance Code.~~

Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code Section 2655.

2. The State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of 26 weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code Section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an employee's SDI leave extends past 26 weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.

~~If an employee is not entitled to FMLA or has exhausted their FMLA benefits, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.~~

Employees participating in the Rural Health Care Equity Program (Article 9.4) shall continue eligibility as long as they are not remitting their health, dental and vision premiums directly to the healthcare providers.

- ~~3. Accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances may be used to cover the waiting period prior to the commencement of SDI benefits.~~
 - ~~4. If an employee is released by their physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances only for absences from work hours for reasons unrelated to the disability which rendered them eligible for SDI benefits.~~
 - ~~5. Other than for the reasons contained in subsection 5 above, employees are not eligible to use accrued leave while receiving SDI benefits.~~
 5. The parties agree to meet within ninety (90) days following ratification of the contract to explore alternatives in the area of leave supplementation or integration to the SDI benefit.
- B. During the 3 month period following ratification of this Contract by the Local 1000 members and approval by the Legislature, there will be an open enrollment period where employees may opt out of the Annual Leave Program.
- C. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits.

This clause is subject to modification pursuant to Item #5.

SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.

An employee may elect to supplement their SDI benefit with leave integration up to 40 hours per month. However, the employee combined SDI benefit and use of leave credits cannot exceed their regular monthly net pay. Within one week of being disabled from work, the employee or his/her representative must contact their departmental personnel office to provide information on the following:

- a. The date the disability/illness commenced;
- b. The estimated duration of the disability;
- c. A phone number where the employee can be reached;
- d. The election of leave credits usage during the first week of disability;
- e. The number of hours in a month to be charged to leave credits;
- f. Whether or not the employee is planning to file for SDI;

g. The election to integrate leave credits with SDI benefits;

Once SDI has determined a benefit amount, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper integration of benefits and payment.

ARTICLE 18 – PERMANENT INTERMITTENTS

- A. Except as otherwise provided in this agreement (e.g. Article 23, Article 24, etc), a A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to 1,500 hours in any calendar year based upon Government Code Section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department. ~~The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.~~
- ~~B.~~ The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to in filling vacant positions within a competitive selection process. When filling permanent full-time vacancies, a department shall consider eligible permanent-intermittent employees within the classification.
- ~~B.~~ C. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.
- ~~C.~~ D. Each department shall endeavor to provide a permanent intermittent employee with seven (7) calendar days but in no case less than 72 hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- ~~D.~~ E. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.
- ~~E.~~ F. A permanent intermittent employee will become eligible for leave credits in the following manner:
1. **Sick Leave** - A permanent intermittent employee who has completed 160 hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
 - a. Sick leave may be requested and taken in fifteen (15) minute increments.
 - b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
 - c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 8, Section 8.2, Sick Leave.

2. **Vacation Leave** - A permanent intermittent employee will be eligible for vacation leave credit with pay ~~as defined in Article 8, Section 8.1,~~ on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, Section 8.1A, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
- a. Pay the permanent intermittent employee in a lump-sum payment for accumulated vacation leave credits; or
 - b. By mutual agreement, schedule the permanent intermittent employee for vacation leave; or
 - c. Allow the permanent intermittent employee to retain his/her vacation credits; or
 - d. Effect a combination of a., b., or c. above.
 - e. A permanent intermittent employee will be subject to the provisions of Article 8.1, Vacation Leave.

3. Annual Leave (NEW)

A Permanent intermittent employee will be eligible for annual leave credit with pay, on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for annual leave credit with pay in accordance with the schedule in Article 8.19 B/8.20, on the first day of the qualify monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

- a. Pay the permanent intermittent employee in a lum-sum payment for accumulated annual leave credits; or
- b. By mutual agreement, schedule the permanent intermittent employee for annual leave; or
- c. Allow the permanent intermittent employee to retain his/her annual leave credits; or
- d. Effect a combination of a., b., or c. above.
- e. A permanent intermittent employee will be subject to the provisions of Article 8.19/8.20, Annual Leave.

3. 4. Holidays -

- A. A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in Article 7 of this Contract in accordance with the following chart. If a permanent intermittent employee works on the holiday, the

employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of Article 19.2, B. apply.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71-90.9	4
91-110.9	5
111-130.9	6
131-150.9	7
151 or over	8*

*Notwithstanding any other provision, an employee can only accrue up to 8 hours of holiday credit per holiday.

B. When a permanent intermittent (PI) employee in work week group 2 is required to work on an observed holiday, and the employee works 151 or more hours in that pay period, the employee shall receive holiday compensation in accordance with Article 7.G.

4. 5. **Bereavement Leave** – A permanent intermittent employee may only be granted bereavement leave in accordance with Article 8, Section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

5. 6. **Jury Duty** – A permanent intermittent employee shall only be granted jury duty leave in accordance with Section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a permanent intermittent employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.

6. ~~**Non-Industrial Disability Leave** – Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins~~

~~as compared to the regular rate for a full-time employee in the same group or class. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.~~

- ~~7.~~ 7. **State Disability Insurance (SDI)** – Permanent intermittent employees shall be covered under the State Disability Insurance (SDI) benefit in accordance with Section 9X in lieu of a Non Industrial Disability Insurance (NDI) benefit and the Enhanced Non Industrial Disability Insurance (ENDI) benefit, effective April 1, 2006.
- ~~7.~~ 8. **Mentoring Leave** – A permanent intermittent employee shall be eligible for Mentoring Leave in accordance with Article 8, Section 8.17, Mentoring Leave.
- ~~F.~~ G. ~~Each department will establish a date by which its permanent intermittent employees shall receive their regular pay. Monthly paid permanent intermittent employees shall be paid by the 15th of each month.~~
- ~~G.~~ H. **Dental Benefits** – A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.
- ~~H.~~ I. **Health Benefits** – A permanent intermittent employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
- ~~I.~~ J. **Vision Service Plan** – A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.
- ~~J.~~ K. Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).

- ~~K.~~ L. **Flex Elect Program** – Permanent Intermittent employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. Permanent intermittent employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. Permanent intermittent employees choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six-month control period of January 1 through June 30 of the plan year in which they are enrolled.
- ~~L.~~ M. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the permanent intermittent schedule and record of permanent intermittent hours worked per week on an ongoing and weekly basis.
- ~~M.~~ N. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent employee position by management.
- ~~N.~~ O. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.1 Hours of Work

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.
- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:
 - 1. The change is due to an unforeseen operational need; or
 - 2. The change is made at the request of the employee.
- E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.
- F. Workweek group policy for FLSA - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt/excluded from the FLSA:

- 1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
- 2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
- 3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
- 4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be required to work specific hours to provide services when deemed necessary

by management;

5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the Family Medical Leave Act, is permitted.
6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;
8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

19.2 Overtime

- A. Overtime is earned at the rate of one and one-half times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:
 1. Ordered overtime of at least fifteen (15) minutes at any one time;
 2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the Department of Industrial Relations determines that this provision is inconsistent with Labor Code Section 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.
- C. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.
- D. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee.
- E. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.

- F. CTO for employees shall be earned on a time and one-half (1½) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.
- G. Employees may accrue up to 240 hours of CTO. All hours in excess of 240 CTO hours shall be compensated in cash.
- H. Normally, an employee who has an accumulation of 240 hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.
- I. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2 and 3 below.
 - 1. All time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the Fair Labor Standards Act (FLSA). For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.
 - 2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on state business. This paragraph does not apply to employees who voluntarily choose to travel outside their normal work hours.
 - 3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in I(2) above.

19.3 Rest Periods

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.
- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other

employees the additional rest periods.

- C. Rest periods may not be accumulated nor may they be used to "make-up" time.
- D. If a Unit 15 employee in the Department of Corrections or the Department of Youth Authority who has a custody control assignment is unable to take his/her individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily rest periods into one rest period, not to exceed a total of thirty (30) minutes.

19.4 Meal Periods

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.
- B. When employees assigned to a straight eight or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.
- C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

19.5 Set Up/Shut Down Time

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

19.6 Flexible Work Hours

- A. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.
- B. Any denial of requests made under subsection A. shall be provided in writing. A copy of the written denial shall also be sent Attn: Work and Family Committee, CSEA, Local 1000, SEIU, 1108 "O" Street, Sacramento, California, 95814. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.
- C. An "alternate workweek schedule" is a fixed work schedule other than standard work hours. "Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code Sections 19996.20 through 19996.29.

19.7 Exchange of Time Off - Multi-Shift Operations

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
 - 1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
 - 2. The supervisor(s) approve the exchange; and
 - 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with Section 8.2 of this Contract.
- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for 180 calendar days from the date of the missed exchange.
- D. ~~All exchanges must occur during the same workweek.~~ All exchanges must occur within ninety (90) calendar days from the initial exchange.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. ~~No exchange shall result in an employee working double shifts.~~ Double shifts will be permitted, consistent with departmental practices.
- G. ~~For Unit 15 the following special rules apply:~~
 - 1. ~~All exchanges must occur within the pay period in which the initial exchange was taken, or ninety (90) calendar days from the initial exchange, whichever is greater, and~~
 - 2. ~~Double shifts will be permitted, consistent with departmental practices.~~
- G. H. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. I. This section is not subject to the grievance and arbitration procedure of this Contract.

19.8 Work In Multiple Time Zones

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

19.9 Call Back Time

- A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.
- E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site, which may include the employee's home, approved by the department head or designee.

19.10 Standby Time

- A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.
- B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.
- C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of compensating time off (CTO), which may be prorated on the basis of

fifteen (15) minutes CTO for each one (1) hour of standby. Standby may not be scheduled in less than one (1) hour increments.

- D. No standby credit will be earned if the employee is called back to work and receives call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

19.11.15 Overtime Distribution for Employees in Bargaining Unit 15

- A. Where the use of overtime is prevalent, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments will endeavor to reduce the amount of mandatory overtime by distributing overtime fairly among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department will provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.
- B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) will be considered.
- C. The department shall endeavor to refrain from assigning employees mandatory overtime on their regular day off (RDO). For the purposes of this section, an employee's RDO begins immediately after the completion of their normal shift before the RDO.
- D. No food service employee will be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a food service employee be required to work more than two (2) double shifts within his/her scheduled workweek, unless mutually agreed to.
- E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or ward or client safety and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.
- F. For purposes of this section, Departments shall establish a seniority system based on an employee's total seniority in the classification. Ties shall be broken first by total state services and then by lot.
- G. Upon request of the union, the parties shall meet at the local level to resolve any concerns regarding the overtime seniority system for Unit 15 employees at the specific facility, institution, or hospital.

H. The overtime distribution system for Bargaining Unit 15 Correctional Supervising Cooks shall be administered in accordance with the July 3, 2003 memorandum included as Addendum II of this MOU.

19.12.15 Sliding Six, Six/Two (6/2) Schedules or Variations Thereof (BU 15)

~~The State and CSEA agree to abolish the "Sliding Six; Six/Two (6/2)" rotation cycle in all departments in which it is implemented. The departments agree to meet and confer with the Union to establish a fixed day off schedule. Upon written request from the Union, the State will meet and confer with the Union to abolish the "Sliding Six or Six/Two (6/2)" rotation cycle and establish a fixed day off schedule. The Union request to meet and confer must be specific to the individual institution.~~

ARTICLE 20 – WORK AND FAMILY

20.1 Work and Family Labor/Management Committee

- ~~A. The parties agree to establish one statewide permanent joint labor/management Committee on work and family. The Committee shall serve in an advisory capacity to the Department of Personnel Administration's Work and Family Program. Work and family related activities that the Committee will engage in include sponsoring research, reviewing existing programs and policies, recommending new programs and policies, initiating marketing efforts, and evaluating the effectiveness of initiatives implemented by the Work and Family Program. Such work and family programs and policies may include, but are not limited to childcare, elder care, family leave, flexibility in the workplace, and a variety of other family friendly programs and policies.~~
- ~~B. The Committee shall be comprised of an equal number of management and Union representatives. The Union recognizes that membership on the Committee may also include any or all other unions representing State employees. The Committee shall have co-chairpersons, one representing management and one representing labor. CSEA shall have a total of four (4) representatives on the committee who may exercise a total of nine (9) votes (one [1] vote for each State bargaining unit represented by CSEA).~~
- ~~C. The parties agree the union representatives shall attend committee meetings without loss of compensation. The co-chairpersons may determine that subcommittees are necessary for preparatory work other than at committee meetings. If this occurs, the management co-chairperson may request that additional release time be granted for this purpose. Approval of release time is subject to operational need.~~
- ~~D. The Committee shall meet regularly and shall begin meeting after the ratification of this Contract.~~

~~The \$5 million dollars already established in the Work and Family Fund shall be administered by the Department of Personnel Administration. Amounts to be allocated and expended annually from the fund shall be determined by the Department of Personnel Administration and the Committee.~~

20.2 Dependent Care

The State and the Union recognize the importance of dealing with Work and Family issues. The parties also agree to make available the following programs to State employees utilizing funds from the \$5,000,000 allocated to Work and Family as provided in the current collective bargaining agreement until December 31, 2005.

A. Dependent Care Subsidies

The State and the Union agree to allocate \$2,000,000 from the Work and Family Fund to establish a dependent care subsidy program for eligible State employees.

The program shall be administered as follows:

1. Employees may be eligible to receive a one-time Dependent Care Subsidy of up to \$1,000 per calendar year for their qualified dependent as defined by Title 26, Subtitle A, Chapter 1, Subchapter A, Part IV, Subpart A, Section 21 of the Internal Revenue Code.
2. To be eligible for the subsidy, an employee's classification income at time of filing may not exceed a monthly base income of \$4,000 or a total of \$48,000 per year. Overtime, Recruitment and Retention differentials, will not be counted towards total annual income. Employees will be required to self-certify their income. A random audit verification of approximately 10 percent of the eligible employees may be conducted. Employees selected in the randomized audit may be required to provide income verification.
3. Employees will be required to enroll and participate in a Dependent Care Reimbursement Account administered through the State FlexElect program. Employees must meet the eligibility criteria for the State FlexElect program to be eligible to participate in the Dependent Care Subsidy program.
4. Employees will be required to apply for the subsidy each calendar year in which the Dependent Care Subsidy program is offered. Should the number of employees applying for the benefit exceed the total funds available for subsidies, a lottery will be used to select employees who will receive the subsidy. Only one cash award per year will be awarded to each employee. Married state employees may apply separately, but may not receive more than one subsidy award of up to \$1,000 per qualified dependent, two-child maximum.
5. Employees will be required to reapply for the subsidy program and FlexElect each year.
6. Subsidies will be deposited annually on January 1, into employees FlexElect Dependent Care Reimbursement Accounts. Appropriation dates are January 1, 2003, and January 1, 2004, and January 1, 2005.

The Department of Personnel Administration shall administer the Dependent Care Subsidy program.

ARTICLE 21 – MISCELLANEOUS

21.1 Telecommute/Telework Program

- A. Telework is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.
- B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.
- C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.
- D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.
- E. Upon written request, no more than once each fiscal year, representatives of the Department of Personnel Administration will meet with three (3) representatives of CSEA to discuss improvements to the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992. Union representatives shall serve without loss of state compensation for this meeting.

21.2 Electronic Monitoring

If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.

21.3 Class A and Class B Commercial Driver's License

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

B. Medical Examinations

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.
2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:
 - a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
 - b. A second medical examination is authorized and conducted; and
 - c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

C. Fee Reimbursements

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
 - a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;
 - b. The employee has a valid, current medical certification acceptable to DMV;
 - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
 3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
 4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.
- D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination
1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:
 - a. The examination is scheduled during the employee's scheduled work hours; and
 - b. The examination does not interfere with the operational needs of the department.
 2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
 3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

ARTICLE 22 – ENTIRE AGREEMENT AND DURATION

22.1 Entire Agreement

- A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B. below.

- B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract.

The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to Ralph C. Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution.

The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

- C. The Department of Personnel Administration will meet with representatives of the Union monthly, upon request, to review the notices to meet and confer under the provision of B. above received by the Union to determine if the issues to be discussed can be consolidated to reduce the number of meetings required.

22.2 Duration

- A. ~~Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect July 3, 2003 and remain in full force through June 30, 2005.~~ be July 1, 2005 to June 30, 2008.
- B. ~~Three (3) months prior to July 1, 2004, the Union may notice the State of its intent and will begin negotiations on not more than two (2) economic and two (2) non-economic articles of the existing Contract for negotiations. Furthermore, each separate unit may notice the state of its intent and will begin negotiations on not more than one (1) economic and one (1) non-economic article of the existing Contract for negotiations.~~
- C. In the six-month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

SIDE LETTERS

Side Letter #1 – Court Decisions

~~If during the term of this agreement the United States Supreme Court declares that State employees may not enforce in State and Federal court their rights under the Americans with Disabilities Act (ADA), the federal Family Medical Leave Act (FMLA), or the federal Age Discrimination in Employment Act (ADEA) the parties will, upon request, meet and confer over the impact of such a ruling.~~

Side Letter #2 – Next Step Program

The parties agree that Government Code Sections 19876.5, 21159, 21160, 21161, and 21195 do not apply to Unit 1, 4, 11, 14, 15 and 20 employees. This means that Unit 1, 4, 11, 14, 15 and 20 employees shall no longer participate in the Next Step Program.

Side Letter #3 – Golden Handshake

If the Golden Handshake provisions are offered during the term of this Contract and the Department of Education or any of its Special Schools or Diagnostic Centers participate, the Department will consider offering it to Unit 1, 4, 11, 14, 15 and 20 employees in the Department of Education.

Side Letter #4 – Streamlining the State Safety Retirement Process

- A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code (GC) Sections 19816.20 and 20405.1 and will not be subject to the provisions of GC Section 18717.
- B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions in Units 1, 4, 11, 14, 15 and 20 that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the State Personnel Board of the appropriate parenthetical safety classes.

Side Letter #5 – Domestic Partner

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code Section 297.

~~Side Letter #8 – Addendum to the Memorandum of Understanding between the State of California and CSEA, Local 1000, SEIU, Units 1, 4, and 11~~

~~The parties agree that implementation of all Post and Bid provisions, which are set forth in Article 15 of the Units 1, 4 and 11 MOUs as referenced in SB 728 (Machado), shall be consistent with existing State Personnel Board laws and rules. For employees eligible to transfer, those employees will only be appointed using the post and bid process if they have met SPB's transfer requirements. For promotional positions, an employee is eligible to bid for a position only if he or she has successfully completed the examination process for the classification of the posted position and is immediately reachable on an~~

~~eligible list certified by the State Personnel Board as specified in Government Code Sections 19055 through 19057.1. This side letter is binding on the State and CSEA Units 1, 4 and 11 and intended as an addendum to Units 1, 4 and 11 MOUs for the duration of the Contracts.~~

~~Side Letter #9 – Mitigation~~

~~Section 4.10 of the Budget Act of 2003 recognizes that the Budget Bill approved by the Senate does not provide funds for employee compensation increases that may become effective during the 2003-04 fiscal year, and grants the Director of Finance authority to reduce and reallocate appropriations in the Budget Act in order to ensure the integrity of the 2003 Budget.~~

~~The savings achieved in employee compensation for fiscal year (FY) 03/04 that have been agreed to by the parties shall first be applied to mitigate layoffs during FY 03/04 for Bargaining Units 1, 4, 11, 14, 15 and 20, consistent with the provisions of Section 4.10 of the Budget Act of 2003.~~

~~In applying these savings, the following principles will govern:~~

~~(a) it is understood that these savings will not be applied to any program reductions beyond the requirements of Section 4.10 and (b) the union understands that this provision does not obligate the employer to retain any position that is not supported by the work to be done or the organizational structure of the affected State agency.~~

~~Side Letter #10.15 – Organ or Bone Marrow Donor Leave (BU 15)~~

~~Effective January 1, 2003, AB 1825 provides that employees who donate organs or bone marrow are eligible for paid leave. Therefore, this side letter is intended to extend the following leave to those employees who become an organ or bone marrow donor:~~

- ~~• Employees who donate an organ(s) to another person shall be eligible for up to 30 workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be eligible for up to five work days of paid leave (Donor Leave) in any one year period.~~
- ~~• The one year period is the 12-month period measured forward from the date an employee's first leave begins.~~
- ~~• The one year period for an organ donor is separate from the one year period for bone marrow donation.~~
- ~~• An employee must first exhaust all sick leave balance to qualify for Donor Leave.~~
- ~~• Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).~~
- ~~• Employees must provide written verification to the appointing power that a medical necessity exists for the donation.~~
- ~~• Donor Leave taken for donations is not a break in continuous service, relative to salary adjustments, leave accrual, or seniority normally accrued while on paid leave.~~

- ~~Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.~~
- ~~If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick, vacation, annual, personal, CTO, Family Medical, catastrophic, NDI, and medical leave.~~
- ~~If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to his/her former position.~~

Side Letter #11.15 – Management Service Occupational Trainees (MSOT's) Class Code 9992 (BU 15)

The State and CSEA agree that the Management Service Occupation Trainees – Class Code 9992 are Civil Service employees and that Bargaining Unit 15 is their exclusive representative pursuant to the California Constitution – Article 7, Section 1(a), Government Code Sections 3513 (c) and 19815 and Public Employment Relations Board Regulation 32781.

Side Letter #12.15 – Pilot Incentive Award Study – DGS (BU 15)

The Department of General Services (DGS) will study the feasibility of establishing a one (1) year pilot incentive award program for Bargaining Unit 15 employees for the purpose of reducing sick leave usage and safety accidents.

In the spirit of working cooperatively with the Union, DGS will accept recommendations on alternative funding sources scope and areas of study, and data input from the Union.

DGS will provide the Union a copy of the study within 30 days of completion.

Side Letter #13.15 – Classification Review (BU 15)

~~The Department of Personnel Administration and the Department of Food and Agricultural shall conduct a classification review of the Security Guard positions (Class Code 1985) at Del Mar, District Agricultural Associations (22nd DAA), to determine if the duties currently being performed are appropriate for the class or another classification. The class review shall commence within 90 days of ratification and be completed within the contract period.~~

~~Upon completion of the class review, the State shall provide the union with a copy of the results and recommendations.~~

Side Letter #14.15 - Janitorial Classification Study (BU 15)

The State agrees to establish a Joint/Labor Management Committee to study the Janitor classifications. Topics include but shall not be limited to duties performed, equipment operated, cleaning methods utilized, and individual custodial cleaning requirements unique to individual worksites.

The committee shall have an equal number of representatives from the State and the Union and shall convene within no less than 120 days of the ratification of the contract by both parties. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time.

Any recommendations resulting from this study are subject to approval from both parties.

~~Side Letter #15.15 - Classification Title change (BU 15)~~

~~During the life of this Contract, the Department of Personnel Administration (DPA) and the Union shall submit to the State Personnel Board (SPB) for approval, the following title changes:~~

	Class Code	Schem. Code	Classification Title
From:	2011	DC40	Janitor
To:	2011	DC40	Custodian
From:	2003	DC30	Janitor Supervisor I
To:	2003	DC30	Lead Custodian
From:	2006	DC45	Janitor - Correctional Facility
To:	2006	DC45	Custodian - Correctional Facility
From:	2017	DC50	Janitor Limited Service
To:	2017	DC50	Custodian Limited Service
From:	2005	DC35	Janitor Supervisor I, CF
To:	2005	DC35	Lead Custodian, CF

Side Letter #16.15 - Call In Procedures (BU 15)

Employees will call in to their immediate supervisor, or if unreachable, the designee of the immediate supervisor. Department Call In procedures shall be submitted, in writing, to all employees. Written procedures must include the phone number of the designee for any time of the day.

Side Letter #17.15 - Grievances related to old Section 14.8.15 (BU 15)

All grievances filed prior to July 1, 2003 related to Section 14.8.15 in the 2002-2003 Agreement will be remanded back to the Department for resolution in accordance with the Settlement Agreement reached August 29, 2003 between the Department of General Services (DGS) and the Union.

ADDENDUM I

Time off for Victims of Domestic Violence

State of California

M E M O R A N D U M

DATE: June 20, 2001

TO: PERSONNEL MANAGEMENT LIAISONS

REFERENCE CODE: 2001-025

THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:

Employee Relations Officers
Personnel Officers

FROM: Department of Personnel Administration
Policy Development Office

SUBJECT: Time Off for Victims of Domestic Violence

CONTACT: Charlotte Gehringer, Personnel Management Analyst
(916)323-6938
FAX: (916) 324-9393
Email: CharlotteGehringer@dpa.ca.gov

The purpose of this memo is to notify departments of an addition to existing law regarding time off for an employee who is a victim of domestic violence.

Effective January 1, 2001, Assembly Bill 2357 added Section 230.1 to the Labor Code to specify that employers with 25 or more employees may not discharge or in any manner discriminate or retaliate against an employee who is a victim of domestic violence, as defined in Section 6211 of the Family Code, for taking time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to an experience of domestic violence, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence.

As a condition for taking time off, the employee shall give the employer reasonable advance notice of the employee's intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the employer may require the employee to certify that the absence is a result of domestic violence in the form of a police report, a court order, or medical documentation. An employer would be required to maintain the confidentiality of any employee's request for time off pursuant to provision of this law.

The law does not require an employer to compensate an employee for the time taken off under these circumstances, but the employee may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

An employee whose rights are violated under this section may be entitled to lost wages and reinstatement. An employer who willfully refuses to reinstate an employee under this section may be guilty of a misdemeanor. This law also allows an employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

This section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

The provisions of this bill apply to the State as an employer and to State employees. The entitlement of any employee under this law shall not be diminished by a collective bargaining agreement.

If you have any questions, please contact Charlotte Gehringer at (916) 323-6938.

Bob Painter, Chief
Policy Development Office

Addendum II

~~This addendum is to continue in affect all existing agreements that terminate after July 1, 2003.~~

State of California

Memorandum

DATE: July 1, 2003

TO: Regional Administrators-Institutions Division
Wardens
Chief Medical Officer
Correctional Food Managers

Subject: **OVERTIME DISTRIBUTION SYSTEM FOR BARGAINING UNIT 15**
CORRECTIONAL SUPERVISING COOKS

The issuance of the following guidelines indicates the Department's establishment of a system for the distribution of overtime in Food Services as agreed upon in the Bargaining Unit 15 (BU 15) Memorandum of Understanding (MOU) between the State and the California State Employees Association (CSEA). None of the below guidelines are intended to alter or amend, in any way, the rights and privileges guaranteed to employees in the MOU.

The distribution of overtime shall be completed using a voluntary/involuntary system. When Management determines that overtime is necessary; it shall be offered based on the seniority of the employees available to work (for ties, see section 19.11.15E of the MOU [attached]). Seniority is defined in BU 15 MOU, Section 19.11.15E. Management shall utilize the voluntary system before resorting to the involuntary system. In accordance with Section 19.11.15A, it may not always be practical, in every instance, to offer overtime to the most senior employee (e.g., operational needs, security, health, safety, and emergencies). However, except for the permissions expressed in Section 19.11.15A, institutions will endeavor to afford the most senior employee the first option to accept all overtime opportunities for which they are available.

VOLUNTARY SYSTEM

Management will offer overtime shifts to the senior employee first, then in seniority order until an employee volunteers to cover the vacant shift. Overtime opportunities shall be posted as soon as possible after it becomes known that overtime is available. This may be accomplished via an overtime signup sheet. The voluntary overtime distribution system should include a log, or other verifying methods, that notes overtime was offered in order of seniority. The log/verifying method should also include; the scheduled shift; date and time; the name of the employee that was contacted; who made the contact; and the outcome of the contact (example: answering machine, no answer, employee declined, employee accepted).

INVOLUNTARY SYSTEM

When assigning involuntary or mandatory overtime, Management will utilize an inverse seniority system, where the least senior employee will be assigned the overtime, unless the employee is protected by the provisions of Section 19.11.15C. The assignment of involuntary overtime will be documented to track the employees that have been assigned overtime shifts. Institutions will endeavor to provide advance notice to employees when the use of the involuntary overtime system is required.

Exceptions to this overtime distribution procedure are outlined in the MOU, 19.11.15D. Management is encouraged to resolve local issues at the local level.

If you have any questions or concerns, please contact Jan Sale, Assistant Deputy Director, Office of Labor Relations, at (916) 445-7167.

/s/Frank E. Renwick

/s/W.A. Duncan

FRANK E. RENWICK

W.A. DUNCAN

Deputy Director

Deputy Director

Administrative Services Division

Institutions Division

Attachment

cc: Jan Sale

Sue Summersett, Business Management Branch

Employee Relations Officers

SALARY SCHEDULE

Current

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Armory Custodian I	DA40	1956		2104	2557	2
Armory Custodian II	DA30	1953		2266	2751	2
Armory Custodian III	DA20	1950		2646	3215	2
Assistant Seamer	DE60	2079		2070	2516	2
Baker I	DJ90	2223	A	2485	3021	2
			F	2071	2517	2
Baker I -Correctional Facility-	DJ95	2224		2485	3021	2
Baker II	DJ80	2220		2709	3293	2
Baker II -Correctional Facility-	DJ85	2221		2709	3293	2
Barber -Correctional Facility-	DE85	2086		2309	2805	2
Barbershop Manager	DE70	2083		2485	3021	2
Beauty Shop Manager	DF10	2091		2485	3021	2
Butcher-Meat Cutter II -Correctional Facility-	DK15	2245		2709	3293	2
Cook Specialist I	DJ40	2185	A	2222	2701	2
			F	1851	2250	2
Cook Specialist I (Correctional Facility)	DJ45	2187		2222	2701	2
Cook Specialist II	DJ30	2184	A	2485	3021	2
			F	2071	2517	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Cook Specialist II (Correctional Facility)	DJ35	2186		2485	3021	2
Cook, California Conservation Corps	DJ38	2189		2391	2904	2
Elevator Operator	DD70	2034		1960	2382	2
Executive Residence Housekeeper, Department Of General Services	DC60	2049		2070	2516	2
Facility Environmental Audit Technician	DC69	2097		2340	2847	2
Food Service Supervisor I	DK40	2258	A	2309	2805	2
Food Service Technician I	DK60	2194	A	1929	2343	2
			F	1607	1952	2
Food Service Technician I (Correctional Facility)	DK65	2196		1929	2343	2
Food Service Technician II	DK50	2193	A	2070	2516	2
			F	1725	2097	2
Food Service Technician II (Correctional Facility)	DK55	2195		2070	2516	2
Food Service Worker I (Safety)	DK61	2198	A	1929	2343	2
			F	1607	1952	2
Food Service Worker II/SF	DK51	2199	A	2070	2516	2
			F	1725	2097	2
Forestry Cook I	DJ60	2203		2146	2609	2
Forestry Cook II	DJ50	2202		2309	2805	2
Hospital Worker	TN80	8141		1994	2421	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Hospital Worker (Safety)	TN81	8146		1994	2421	2
Housekeeper	DD20	2043	A	1960	2382	2
			F	1634	1985	2
Janitor	DC40	2011	A	1960	2382	2
			F	1634	1985	2
Janitor –Correctional Facility-	DC45	2006		1960	2382	2
Janitor Limited Service	DC50	2017		1960	2382	2
Janitor Supervisor I	DC30	2003		2104	2557	2
Janitor Supervisor I -Correctional Facility-	DC35	2005		2104	2557	2
Launderer	DG50	2119		2070	2516	2
Launderer Assistant	DG60	2122		1929	2343	2
Laundry Supervisor I -Correctional Facility-	DG35	2114	A	2391	2905	2
Laundry Supervisor II -Correctional Facility-	DG25	2111	A	2818	3427	2
Laundry Worker	DG40	2116		2146	2609	2
Laundry Worker Assistant	DG65	2123		1929	2343	2
Laundry Worker –Correctional Facility-	DG45	2117		2146	2609	2
Lead Security Guard	DB40	1984		2104	2557	2
Maintenance And Service Occupational Trainee	DD60	9992		1775	1955	2
Motion Picture Operator	MD90	2888		14.35	14.95	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Museum Custodian	DC85	2042	A	2031	2466	2
			B	2182	2649	2
Seamer	DE50	2076	A	2391	2904	2
			F	1992	2420	2
Seamer –Correctional Facility-	DE55	2077		2391	2904	2
Security Guard	DB50	1985		2031	2466	2
Security Guard, Department Of Developmental Services	VC39	1939		2104	2557	2
Service Assistant (Food)	DK68	2197		1784	2168	2
Service Assistant (Hospital)	TM25	8256		1836	2231	2
Service Assistant (Janitor)	DC55	2016		1836	2231	2
Service Assistant (Laundry)	DG70	2124		1784	2168	2
Supervising Cook I –Correctional Facility-	DJ25	2183	A	2709	3295	2
			C	2990	3637	2